



ISLAMIC REPUBLIC OF PAKISTAN

Selection of Consultants Revised Request for Proposals

PROJECT:

EXTENSION OF WATER RESOURCES FOR FAISALABAD CITY PHASE II

Selection of Consulting Services for:

Consultancy Services for Preparation of Preliminary Designs,
Tender Documents, Safeguards (ESIA and RAP) Reports and
Construction Supervision

CLIENT:

WATER AND SANITATION AGENCY FAISALABAD

FINANCED BY :

AGENCE FRANÇAISE DE DEVELOPPEMENT.

Letter of Invitation

RFP No. CPK 1038

Faisalabad, 23.7.2021

Firm Name:

Dear

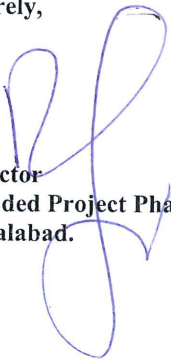
1. WASA Faisalabad has received financing from the Agence Française de Développement (the “AFD”) toward the cost of “Extension of Water Resources for Faisalabad City Phase-II. The Client intends to apply a portion of the proceeds of this financing to eligible payments under the contract for which this Request for Proposals is issued.
2. The Client now invites proposals to provide the consultancy services for design and tender documents preparation & resident type of supervision for the project “Extension of Water Resources for Faisalabad City Phase-II. More details on the Services are provided in the Terms of Reference (Section VII).
3. This revised Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:
 1. M/s Artelia Eau & Environment International waste & solid waste, France
M/s NESPAK (Pvt.) Ltd, Lahore
 2. M/s Egis Eau, France
M/s Zeeruk International (Pvt.) Ltd, Islamabad
 3. M/s Art Environmental Technologies Ltd, Turkey
M/s ECSP (Pvt.) Ltd, Lahore
M/s EEC Global (Pvt.) Ltd, Lahore
 4. M/s SWECO, Denmark
M/s Safege, France
M/s Jers Pakistan
 5. M/s Tumas Turkish Engineering Consulting Co, Turkey
M/s AQWADEM Consulting Co, Turkey
M/s SUIIS Project Management and Consulting Co, Turkey
M/s Euro Consult (Pvt.) Ltd, Pakistan
M/s Rehman Habib Consultant (Pvt.) Ltd, Pakistan
 6. M/s SCE, France
M/s Ramboll, Denmark
M/s Halcrow Pakistan (Pvt.) Ltd, Islamabad

-
4. It is not permissible to transfer this invitation to any other firm.
 5. The revised RFP includes the following documents:
 - Section I - Instructions to Consultants;
 - Section II - Data Sheet;
 - Section III - Technical Proposal - Standard Forms;
 - Section IV - Financial Proposal - Standard Forms;
 - Section V - Eligibility criteria;
 - Section VI - AFD's Policy – Corrupt and fraudulent practices - Social and Environmental Responsibility;
 - Section VII - Terms of Reference;
 - Section VIII - Standard Forms of Contract.
 6. Please inform us by 28/7/2021 in writing that you have received the letter of invitation, at the address mentioned below:

Project Director (French Funded Project Phase II)
WASA Faisalabad Head Office
Opposite Allied Hospital, Jail Road, Faisalabad
Islamic Republic of Pakistan
Tel.: + 92 41 921 0058
Fax: + 92 41 921 0054
Email: pmuwasafsd@yahoo.com

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

Yours sincerely,



Project Director
(French Funded Project Phase-II)
WASA-Faisalabad.

SELECTION OF CONSULTANTS

**REVISED
REQUEST FOR PROPOSALS**

**SELECTION OF CONSULTING SERVICES FOR: PRELIMINARY DESIGN,
PROCUREMENT PROCESS, DESIGN REVIEW AND SUPERVISION WORKS**

CLIENT: WASA FAISALABAD

COUNTRY: ISLAMIC REPUBLIC OF PAKISTAN

**PROJECT: EXTENSION OF WATER RESOURCES FOR FAISALABAD CITY
PHASE-II**

ISSUED ON: 23.7.2021

TABLE OF CLAUSES

A. General Provisions.....	3
B. Preparation of Proposals	6
C. Submission, Opening and Evaluation.....	9
D. Negotiations and Award	13

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section I. Instructions to Consultants

A. GENERAL PROVISIONS

1. Definitions

- (a) “**Affiliate(s)**” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “**Applicable law**” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) “**AFD**” means the Agence Française de Développement
- (d) “**Beneficiary**” means any direct recipient of AFD financing, regardless of whether it received or will receive a loan or a grant under a Financing Agreement.
- (e) “**Client**” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (f) “**Consultant**” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (g) “**Contract**” means a legally binding written agreement signed between the Client and the Consultant. It includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (h) “**Data Sheet**” means an integral part of the Instructions to Consultants (ITC) Section II that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (i) “**Day**” means a calendar day.
- (j) “**Experts**” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (k) “**Government**” means the government of the Client’s country.
- (l) “**Joint Venture (JV)**” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

- (m) “**Key Expert(s)**” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (n) “**ITC**” (this Section I of the RFP) means the Instructions to Consultants that provide the shortlisted Consultants with all information they need to prepare their Proposals.
- (o) “**LOI**” means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (p) “**Non-Key Expert(s)**” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (q) “**Proposal**” means the Technical Proposal and the Financial Proposal of the Consultant.
- (r) “**RFP**” means the Request for Proposals to be prepared by the Client for the selection of Consultants.
- (s) “**Services**” means the consulting services work to be performed by the Consultant pursuant to the Contract.
- (t) “**Subconsultant**” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (u) “**TORs**” (this Section VII of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the Services.

2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal for the Services named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should take into account the Applicable law in preparing their Proposals. They may attend a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.

3. Conflict of Interest 3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict of interest that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the rejection of the Consultant's Proposal or the termination of its Contract.

Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting activities

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

b. Conflicting assignments

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

c. Conflicting relationships

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

4. Unfair Competitive Advantage

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

- 5. Corrupt and Fraudulent Practices**
- 5.1 The AFD requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.
- 5.2 In further pursuance of this policy, Consultant shall permit and shall cause its Experts, Sub-consultants, sub-contractors, or suppliers to permit the AFD to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the AFD.
- 6. Eligibility**
- 6.1 The AFD's financing may benefit to Consultants (firms, including Joint Ventures and their individual members) from all countries to offer consulting services for AFD-financed projects subject to compliance with the eligibility criteria specified in Section V.
- 6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, Joint Venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the AFD in the Section V.
- 6.3 Government officials and civil servants of the Client's country are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with the Applicable law, and they
- (i) Are on leave of absence without pay, or have resigned or retired;
 - (ii) Are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring;
 - (iii) Their hiring would not create a conflict of interest.
- B. PREPARATION OF PROPOSALS**
- 7. General Considerations**
- 7.1. In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- 8. Cost of Preparation of Proposal**
- 8.1. The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.
- 9. Language**
- 9.1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in the language(s) specified in the **Data Sheet**.
- 10. Documents Comprising the Proposal**
- 10.1. The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2. The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution.
- 11. Only One Proposal**
- 11.1. The Consultant 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, unless otherwise stated in the **Data Sheet**, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal.

12. Proposal Validity

12.1. **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3. If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.

a. Extension of Validity Period

12.4. The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5. If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

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

b. Substitution of Key Experts in case of Extension of Validity Period

12.7. If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8. If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

c. Sub-Contracting

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

13. Clarification and Amendment of RFP

13.1. The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the

RFP as a result of a clarification, it shall do so following the procedure described below:

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

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

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

14. Preparation of Proposals – Specific Considerations

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

14.1.1. If a shortlisted Consultant considers that it may enhance its expertise for the Services by associating with other consultants in the form of a Joint Venture, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. Association with a non-shortlisted Consultant shall be subject to approval of the Client. When associating with non-shortlisted firms in the form of a Joint Venture, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

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

14.1.3. If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be rejected.

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

15. Technical Proposal Format and Content

15.1. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

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

15.1.2. Variations are not allowed.

15.2. The Technical Proposal shall be prepared using the Standard Forms provided in Section III of the RFP.

16. Financial Proposal

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

a. Price Adjustment

16.2. For assignments with a duration exceeding 18 months, a price adjustment provision of remuneration rates applies if so stated in the **Data Sheet**.

b. Taxes

16.3. The Financial Proposal should clearly estimate, as a separate amount, the taxes, duties, fees, levies and other charges imposed in the Client's country under the Applicable law, on the Consultants, the Sub-consultants, and their Experts (other than nationals or permanent residents of the Client's country). The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

c. Currency of Proposal

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

d. Currency of Payment

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

C. SUBMISSION, OPENING AND EVALUATION

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If authorized in the **Data Sheet**, the Consultant may choose to submit its Proposals electronically.

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

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written

power of attorney signed by each member's authorized representative.

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

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

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Services t]", reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN UNTIL TECHNICAL PROPOSAL OPENING.**"

17.6 Similarly, the original Financial Proposal shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the Services, reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**"

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the Services, Consultant's name and the address, and shall be clearly marked "**DO NOT OPEN BEFORE TECHNICAL PROPOSAL OPENING.**"

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

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

18. Confidentiality

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

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of

the Proposals or Contract award decisions may result in the rejection of its Proposal.

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

19. Opening of Technical Proposals

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

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

20. Proposals Evaluation

20.1 Subject to provision of Sub-clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

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

21. Evaluation of Technical Proposals

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

22. Financial Proposals for QBS

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract. Only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

23. Public Opening of Financial Proposals

23.1 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-

(for QCBS, FBS, and LCS methods)

responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, the overall technical scores, and the total prices shall be read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

24. Correction of Errors

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

a. Time-Based Contracts

24.1.1 In the case of a Time-Based contract, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with the one indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts

24.1.2 In the case of a Lump-Sum contract, the Consultant is deemed to have included all inputs that are necessary to perform the Services in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

24.2 If the Financial Proposal is significantly lower than the Client's estimate, the Client shall require the Consultants to produce detailed price analyses for any or all items of the Financial Proposal, to demonstrate the internal consistency of those prices with the methodology, resources and schedule proposed. Notwithstanding

provisions of Sub-clause ITC 24.1 which shall not apply, if inconsistencies are evidenced, the Financial Proposal shall be declared non-compliant and rejected.

25. Taxes

25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

27. Combined Quality and Cost Evaluation

a. Quality- and Cost-Based Selection (QCBS)

27.1. In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

b. Fixed-Budget Selection (FBS)

27.2. In the case of FBS, those Proposals that exceed the budget indicated in Sub-clause 14.1.4 of the **Data Sheet** shall be rejected. The Client will select the Consultant that submitted the highest-ranked Technical Proposal, and invite such Consultant to negotiate the Contract.

c. Least-Cost Selection

27.3. In the case of Least-Cost Selection (LCS), the Client 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.

d. Abnormally low financial Proposal

27.4. If the financial Proposal is twenty per cent (20%) or more, lower than the Client's estimate, and unless the Client provides justification that the estimate is inaccurate, the Client shall require the Consultants to produce detailed price analyses for any or all items of the financial Proposal, to demonstrate the internal consistency of those prices and priced quantities with the methodology, resources and schedule proposed, as well as the Terms of Reference (TORs). Notwithstanding provisions of Sub-Clause ITC 24.1 which shall not apply, if inconsistencies are evidenced, the financial Proposal shall be declared non-compliant and rejected.

D. NEGOTIATIONS AND AWARD

28. Negotiations

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

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

a. Availability of Key Experts

28.3. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the

rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

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

b. Technical negotiations

28.5. The negotiations include discussions about the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TORs or the terms of the Contract and shall not modify the ranking of the Proposals.

c. Financial negotiations

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

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

28.8. In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates.

29. Conclusion of Negotiations

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

29.2. If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

29.3. The Client reserves the right to annul the RFP process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to Consultants.

30. Award of Contract

30.1. After completing the negotiations, the Client shall sign the Contract; if applicable, publish the award information; and promptly notify the other shortlisted Consultants.

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

Section II. Data Sheet

A. General	
ITC 1 (b)	Applicable law: Islamic Republic of Pakistan
ITC 2.1	<p>Name of the Client: Water and Sanitation Agency (WASA), Faisalabad</p> <p>Method of selection: Quality and Cost Selection Based Selection (QCBS)</p> <p>Type of contract: Part 1 – Preliminary design preparation, support in tendering process: Lump-sum Part 2 – Construction supervision, completion and commissioning: Time Based</p>
ITC 2.2	The name of the Services is: Consultancy Services for Preparation of Preliminary Design, Tender Documents, Safeguards (ESIA and RAP) Reports and Construction Supervision of Water Treatment Plants and NRW Pilot Project
ITC 2.3	<p>A pre-proposal conference will be held: Yes</p> <p>Date of pre-proposal conference: <u>24th August 2021</u></p> <p>Time: <u>1:00 Pm (Pakistan Standard Time)</u></p> <p>Address: WASA Head Office Opposite Allied Hospital Faisalabad. Telephone: <u>+92 41 9210058</u> Facsimile: <u>+92 41 9210054</u> E-mail: <u>pmuwasafsd@yahoo.com</u> Contact person/conference coordinator: Assistant Director (French Project Phase-II)</p>
ITC 2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <ol style="list-style-type: none"> 1) Feasibility Study of the Project “Extension of Water Resources of the Faisalabad City Phase-II” by Consultant Mott McDonald, and its annexures: <ul style="list-style-type: none"> • Annex 1: Feasibility level Design Report (25 MGD Treatment Plant) • Annex 2: Treatment Plant Drawings (25 MGD Treatment Plant) 2) Initial Environmental Examination related to the Feasibility study for the Extension of Water Resources for Faisalabad City Phase II 3) PC-1 of the project “Extension of Water Resources of the Faisalabad City Phase-II” 4) Water, sewerage and drainage Master Plan of Faisalabad 5) Consumption report, 2015 6) Revised Faisalabad Peri-Urban Structure Plan, April 2015

B. Preparation of Proposals	
ITC 9.1 Language	Proposals shall be submitted in English language. All correspondence exchanges and documents shall be in English language.
ITC 10.1 Documents Comprising the Proposal	<p>The Proposal shall comprise the following:</p> <p style="text-align: center;">1st Inner Envelope with the Technical Proposal:</p> <p>(1) Technical Proposal Submission Form (TECH -1) (2) Power of Attorney to sign the Proposal (3) Statement of Integrity (signed) (4) Description of methodology, work plan and team composition (TECH-2, TECH-3, TECH-4 and TECH-5 are provided as indicative format) (5) Security methodology that meets the requirements of the terms of reference - <i>security</i></p> <p>AND</p> <p style="text-align: center;">2nd Inner Envelope with the Financial Proposal:</p> <p>(1) Financial Proposal Submission Form (FIN-1) (2) Summary of Costs (FIN-2) (3) Breakdown of Prices (FIN-3 and FIN-4, provided as indicative format in case of lump-sum contract)</p> <p>Note: Partnership /JV percentage in terms of cost of Consultancy Services to be shared among all members of consortium will be provided by the consortium in their proposal. Moreover, the lead members must have highest share among all the members of consortium.</p>
ITC 11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible.
ITC 12.1 Proposal Validity	Proposals must remain valid for 150 calendar days after the proposal submission deadline.
ITC 13.1 Clarification	<p>Clarifications may be requested no later than 15 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: Telephone Number: <u>+92 41 9210058</u></p> <p>Facsimile: <u>+92 41 9210054</u> E-mail: <u>pmuwasafsd@yahoo.com</u></p>
ITC 14.1.1	Shortlisted Consultants may not associate with non-shortlisted consultant(s)
ITC 14.1.2	<p>Estimated input of Key Experts' time-input: For Part 1 (Lump sum contract): 30 person-months For Part 2 (Time-based contract): 93 person-months</p>

ITC 14.1.3	<p>For Part 1 (Lump Sum), the Consultant’s Proposal must include the minimum Key Experts & Non Key Experts time-input of 30 & 10 person-months respectively.</p> <p>For Part 2 (Time-based contract), the Consultant’s Proposal must include the minimum Key Experts & Non Key Experts time-input of 93 & 73 person-months respectively.</p> <p>Proposals including less than the required minimum time input shall be rejected.</p>
ITC 16.1 Other expenses	<p>The Consultant shall detail the Other Expenses (applicable) of his Proposal in compliance with items listed in form FIN-4.</p>
ITC 16.2 Price Adjustment	<p>A price adjustment provision applies to remuneration rates: Yes, applicable to the time-based part of the contract only, to foreign currency and currency of the Client’s country.</p>
ITC 16.3 Taxes	<p>For the purpose of evaluation, the client will exclude: (a) all local identifiable indirect taxes, excluding VAT, on the contract invoices; and (b) all additional indirect local indirect tax on the remuneration of services rendered by nonresident experts of the Consultant in the client’s country. At contract negotiations, all applicable indirect taxes will be discussed and agreed (using the itemized list as guidance but no limiting to it) and added to the contract amount in separate line, also indicating which taxes shall be paid by the Consultant and which are withhold and paid by the client on behalf of the consultant. Information on the Consultant’s tax obligations in the Client’s country can be found www. fbr.gov.pk</p>
ITC 16.4 Currency of Proposal	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>Local currency and EUR</p> <p>The Financial Proposal should state local costs in the Client’s country currency (local currency): Yes</p>
and	
ITC 17.1	<p>The Consultants shall not have the option of submitting their Proposals electronically.</p>
ITC 17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and 2 paper copies + one (1) digital copy (flash disk);</p> <p>(b) Financial Proposal: one (1) original and 2 paper copies + one (1) digital copy (flash disk).</p>
ITC 17.9	<p>The Proposals must be submitted no later than:</p>

	<p>Date <u>14th September 2021</u></p> <p>Time: <u>1:00 pm (Pakistan Standard Time)</u></p> <p>The Proposal submission address is: WASA Head Office Opposite Allied Hospital Faisalabad.</p>																		
ITC 19.1 Opening of Technical Proposals	<p>An online option of the opening of the Technical Proposals is not offered.</p> <p>The opening shall take place at: Committee Room of WASA Head Office Opposite Allied Hospital, Faisalabad.</p> <p>Date: 14th September 2021</p> <p>Time: 1:30 pm_(Pakistan Standard Time)</p>																		
ITC 19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals: NA																		
ITC 21.1 Evaluation of Technical Proposals	<p>Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORS)</td> <td style="text-align: right;">20</td> </tr> <tr> <td colspan="2">The number of points to be assigned for this criterion shall be determined considering the following five sub-criteria and relevant percentage weights:</td> </tr> <tr> <td>(i) The methodology is clear and complete: all services, organization described, resources mobilized, list of activities, risks and assumptions</td> <td style="text-align: right;">20%</td> </tr> <tr> <td>(ii) The methodology is relevant: it brings an added value to the TORs and contains innovations</td> <td style="text-align: right;">20%</td> </tr> <tr> <td>(iii) The work plan is detailed, realistic and in line with the TORs and proposed methodology</td> <td style="text-align: right;">20%</td> </tr> <tr> <td>(iv) The number of experts and the expected number of working days for each expert are adequate to satisfactorily perform each activity.</td> <td style="text-align: right;">20%</td> </tr> <tr> <td>(v) The allotment between international experts and local experts, or between experts on site and at headquarters, achieves the expected results</td> <td style="text-align: right;">20%</td> </tr> <tr> <td style="text-align: right;">TOTAL</td> <td style="text-align: right;">100%</td> </tr> </tbody> </table> <p>(ii) Key Experts' qualifications and competence for the Services: <i>[Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-4 to be prepared by the Consultant]</i></p>		<u>Points</u>	(i) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORS)	20	The number of points to be assigned for this criterion shall be determined considering the following five sub-criteria and relevant percentage weights:		(i) The methodology is clear and complete: all services, organization described, resources mobilized, list of activities, risks and assumptions	20%	(ii) The methodology is relevant: it brings an added value to the TORs and contains innovations	20%	(iii) The work plan is detailed, realistic and in line with the TORs and proposed methodology	20%	(iv) The number of experts and the expected number of working days for each expert are adequate to satisfactorily perform each activity.	20%	(v) The allotment between international experts and local experts, or between experts on site and at headquarters, achieves the expected results	20%	TOTAL	100%
	<u>Points</u>																		
(i) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORS)	20																		
The number of points to be assigned for this criterion shall be determined considering the following five sub-criteria and relevant percentage weights:																			
(i) The methodology is clear and complete: all services, organization described, resources mobilized, list of activities, risks and assumptions	20%																		
(ii) The methodology is relevant: it brings an added value to the TORs and contains innovations	20%																		
(iii) The work plan is detailed, realistic and in line with the TORs and proposed methodology	20%																		
(iv) The number of experts and the expected number of working days for each expert are adequate to satisfactorily perform each activity.	20%																		
(v) The allotment between international experts and local experts, or between experts on site and at headquarters, achieves the expected results	20%																		
TOTAL	100%																		

	<p><u>Phase 1 – Technical studies, preparation of bidding documents and assistance in tendering process:</u></p> <p>a) Position K-1.1: Team Leader 16</p> <p>b) Position K-1.2: Deputy Team Leader 10</p> <p>c) Position K-1.3: Water Treatment Process Expert 5</p> <p>d) Position K-1.4: Hydraulic Expert 5</p> <p>e) Position K-1.5: Electrical and Mechanical Engineer 5</p> <p>f) Position K-1.6: Civil engineer 5</p> <p>g) Position K-1.7: NRW expert 5</p> <p>h) Position K-1.8 : Environmental expert 3</p> <p><u>Phase 2 – Construction supervision, Completion and Commissioning:</u></p> <p>a) Position K-2.1: Chief Resident Engineer (Water and Sanitation) 12</p> <p>b) Position K-2.2: Assistant Resident Engineer – WTP 6</p> <p>c) Position K-2.3: Assistant Resident Engineer –NRW&Networks 6</p> <p>d) Position K-2.4: Surveyor 2</p> <p>Note: Team Leader for Part 2 being the same as for part 1, he/she will be evaluated only for part 1.</p> <p>Total points for criterion (ii): 80</p> <p><u>Evaluation of criterion (ii):</u></p> <p>The number of points to be assigned to each Key Expert mentioned above shall be determined considering the following four sub-criteria and relevant percentage weights:</p> <p>1) Qualifications (Education & training): 15%</p> <ul style="list-style-type: none"> • The weightage of qualification of a Key Expert is divided as 80% for bachelor degree and additional 20% for higher qualification. • In case of irrelevant qualification of an expert, experience of personnel will also not be considered and expert will be given overall zero marks <p>2) Adequacy for the Assignment: General experience 15%, Specific experience 20% & Similar assignments 40%.</p> <p>Marks for similar assignments will be as follow:</p> <ul style="list-style-type: none"> • If the number of similar assignments is less than or equal to 50% of required similar assignments = 0 marks • If the number of similar assignments is equal to 100% number of required similar assignments = 100% total marks • If the number of similar assignments is > 50% of required similar assignments and less than 100% of required similar assignments, key experts will get marks proportionally (Same is the case for experience requirement i.e. general & specific).
--	--

	75%
3) Experience (at least 12 months) with the firm:	5 %
4) Relevant experience (at least 2 years) in the South Asia (2.5%) and with IFI's (2.5%):	5%
Total weight:	100%
Total points for the two criteria:	100
The minimum technical score (St) required to pass is: 70	
<p>International expert means an expert who have the experience of performing relevant services of at least five (5) years in country other than client's country. The expert may or may not be the citizen of client's country.</p> <p>National expert means an expert who is the citizen of client's country having experience of performing relevant services in client's country</p> <p>The evaluation of the security methodology, as described in Article ITC 10.1 of the Data Sheet, will not give rise to allocation of points (scoring). It will consist in determining that each condition of admissibility specified in the terms of reference - <i>security</i> is met. Otherwise, the Proposal will be rejected.</p>	
ITC 23.1	An online option of the opening of the Financial Proposals is not offered
ITC 25.1 Taxes	For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
ITC 26.1	The single currency for the conversion of all prices expressed in various currencies into a single one is: PKR The official source of the selling (exchange) rate is: State Bank of Pakistan The date of the exchange rate is (7) seven days prior to the deadline for submission.

ITC 27.1	<p>Combined Quality and Cost Evaluation (QCBS only)</p> <p>Proposals are ranked according to their combined technical and financial scores (P) using the following formula:</p> $P = Pf + Pt$ <p>Where:</p> $Pt = 80 * T/To$ <p>Pt = attributed score for Technical Proposal T = bidder's score in the technical evaluation To = highest technical score of all bidders</p> $Pf = 20 * Co/C$ <p>Pf = attributed score for Financial Proposal C = bidder's price of the Financial Proposal Co = lowest Financial Proposal</p>
D. Negotiations and Award	
ITC 28.1	<p>Expected date and address for contract negotiations:</p> <p>Date: <u>October 2021</u></p> <p>Address: WASA Head Office opposite Allied Hospital Faisalabad</p>
ITC 30.2	<p>Expected date for the commencement of the Services:</p> <p>Date: <u>November 2021</u> at: Faisalabad, Pakistan.</p>

Section III. Technical Proposal – Standard Forms

Form TECH-1 (format not be altered)

TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the Services for [Insert title of Services] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

[If the Consultant is a Joint Venture, insert the following: We are submitting our Proposal as a Joint Venture with: [Insert a list with the 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 misrepresentation contained in this Proposal may lead to the rejection of our Proposal by the Client;
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Sub-clause 12.1;
- (c) We have no conflict of interest in accordance with ITC 3;
- (d) Except as stated in the Data Sheet, Sub-clause 12.1, 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 Clauses 12.7 and 28.4 shall end Contract negotiations;
- (e) 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 Sub-clause 30.2 of the Data Sheet.

We acknowledge and agree that the Client reserves the right to annul the selection process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to us.

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]

APPENDIX TO TECHNICAL PROPOSAL SUBMISSION FORM

Statement of Integrity, Eligibility and Social and Environmental Responsibility

Reference name of the bid or proposal: _____ (The "Contract")

To: _____ (The "Contracting Authority")

1. We recognise and accept that Agence Française de Développement ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
 - 2.1) Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
 - 2.2) Having been:
 - a. convicted, within the past five years by a court decision, which has the force of res judicata in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
 - b. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);
 - c. convicted, within the past five years by a court decision, which has the force of res judicata, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
 - 2.3) Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4) Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

- 2.5) Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;
 - 2.6) Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);
 - 2.7) Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:
- 3.1) Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 3.2) Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 3.3) Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;
 - 3.4) Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
 - 3.5) In the case of procurement of goods, works or plants:
 - i. Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
 - ii. Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
6. In the context of the procurement process and performance of the corresponding contract:
- 6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;

6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;

6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

6.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

6.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;

6.6) Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;

6.7) We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.

7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of¹: _____

Signature: _____ Dated: _____

¹ In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.

TECHNICAL PROPOSAL (FORM TECH-2)

A - Consultant's Structure and Experience

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

- (i) 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.
- (ii) Include organizational chart, a list of Board of Directors, and beneficial ownership

b. Consultant's Experience

(i) List only previous similar assignments successfully completed in the **last five (5) years**. Similar assignments include i) preliminary design, preparation of tender documents and works supervision for Water Treatment Plant of a capacity of at least 100,000 m³/d under Yellow and/or Gold FIDIC book, and ii) NRW reduction programmes implementation.

(ii) List only those assignments for which the Consultant was legally contracted by the Client 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 Client.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value in Euro (€)/PKR Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., "Improvement quality of.....": designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., PKR 2mil/PKR 1mil}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., "Support to sub-national government....." : drafted secondary level regulations on.....; }	{e.g., municipality of....., country}	{e.g., €0.2 mil/€0.2 mil}	{e.g., sole Consultant}

B – Comments and suggestions on the Terms of Reference, Counterpart staff, and facilities to be provided by the Client

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

a) **On the Terms of Reference**

{Improvements to the Terms of Reference, if any}

b) **On Counterpart Staff and Facilities**

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

C - Description of Approach, Methodology, and Work Plan in accordance with the Terms of Reference

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

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

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

a) **Technical Approach and Methodology.** Please explain your understanding of the objectives of the Services as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Include here your comments and suggestions on the TORs and comments on counterpart staff and facilities provided by the Client if any. 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 Services, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TORs 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 Schedule Form (Form TECH-3) may be used for that purpose.

D - Consultant's Organization and Staffing

Please describe the structure and composition of your team, including a list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff, and staffing for training, if the Terms of Reference specify training as a specific component of the Services. Experts' inputs should be specified and should be consistent with the proposed methodology and the TORs requirements. Form TECH-4 may be used for that purpose. CVs of all experts shall be provided (Form TECH-5 may be used for that purpose).

E - Terms of Reference – Security

1. Preamble

Regarding safety and security issues in Pakistan, included Faisalabad, the Consultant must show the care it exercises to protect its employees who perform Works in the country. Therefore, it must identify the risks and, in light of this analysis, define prevention and protection resources, incorporating additional resources therein, which may be organisational, technical or human resources. These elements shall be described in a methodology, which for each of the headings below must address and describe what the Consultant has planned.

Disclaimers:

- 1 - Although the specified admissibility requirements endeavour to correlate with the potential risks to which the Contract may be exposed, they are intended to be used solely to evaluate Proposals in order to eliminate Proposals that do not meet a minimum set of requirements. They are in no event to be understood to constitute sufficient measures to ensure the security of persons and property in connection with the Contract. **The risk assessment and security measures to be defined in consequence thereof are the responsibility of the Consultant, who shall explain them in its security methodology.**
- 2 - **A methodology that fails to meet any one of the admissibility requirements set out in the sections below will be declared non-compliant and the Proposal of the Consultant will be rejected.**

2. Analysis of security issues and threats

The Consultant shall describe its view of the security environment and threats in the area where the Contract will be performed and/or the danger area, and present a security analysis for the relevant area and for the activities it will perform therein. It shall specify the method and references used to perform this analysis and describe the main threat scenarios that can be identified at the Proposal stage.

In addition, it shall at all times be able to share information learned from its country watch by its local organisation or head office.

Admissibility requirements:

- Document describing the method used to carry out this analysis;
- At least one identifiable reference source must be used;
- Identification and evaluation of security threats in relation to the contract.

3. General security organisation

The Consultant shall define the general security roles and responsibilities within its organisation and the allocation of the associated tasks for this Contract (including subcontractors and co-contractors), and shall designate a security reference person. It shall define the planned organisation and resources. In the event of a Joint Venture (JV), the leader shall designate a security officer as the JV's sole contact for this Contract.

Admissibility requirements:

- Description of the organisation;
- The Consultant (and each member in the case of a JV) shall provide the name of the company's internal security officer, who shall be responsible for defining and monitoring the measures implemented for the Contract.

4. Specific security measures planned

Based on its own security analysis and the main threat scenarios it may have identified, the Consultant shall plan specific and appropriate measures. These measures shall cover at least the following matters:

4.1 Security organisation

The Consultant shall describe its local security organisation in the country where the Services will be performed. In particular, it shall specify whether this organisation relies on internal resources, using its own resources already existing in the country, or whether it uses a local partner, a security services provider or a "Security Officer" dedicated to the Contract, or whether it relies on the country's State resources and whether it can request them directly. It shall describe the respective roles planned for each participant operating locally.

Admissibility requirements:

- Description of the organisation and resources mobilised in the country of the Contract;
- The Consultant (and each member in the case of a JV) shall provide the name of the person who will be its contact for all security issues in relation to the Contract. This person may be the same person identified in Article 3 above;
- In the event of a JV, describe the coordination and distribution of responsibilities among the members.

4.2 Travel within the country and to the relevant area

Depending on the security analysis, special measures may be required to ensure secure travel within the country. These means may include the use of aircraft of national companies or private aircraft, the use of passenger vehicles, or maritime or inland waterways.

The Consultant shall describe the resources and measures planned to protect itself against security risks (crime, kidnapping, etc.) during these trips. These provisions may be technical, organisational or human. It shall distinguish between measures concerning protective actions and measures deemed forward-looking actions.

The Consultant shall describe the planned transport logistics, including human, technical and organisational resources and mechanisms for monitoring travel. It shall also define its requirements for maintenance management and rules of conduct.

Admissibility requirements:

- Description of modes of travel, the physical means of travel and the security measures planned in connection with such travel;
- Distribution of roles and measures planned for the Consultant itself, for external participants and those expected from the Client and local authorities, identifying each actor.

4.3 Accommodation during assignments

If the accommodation and security measures of the Consultant are not provided by the Client or the works company (in the case of construction project), the Consultant shall describe the type of accommodation and the measures planned to ensure the security of teams (security guards, physical means, etc.).

Admissibility requirements:

- Description of the accommodation selection criteria and security measures planned for each overnight stay;
- Provision of the names and addresses of hotels or accommodation venues planned for overnight stays.

4.4 Communication

The Consultant shall implement a communication and exchange process between the various Contract participants, to ensure reporting of security events, and that preventive or corrective actions deemed necessary are properly carried out. It shall describe the means enabling it to ensure effective communication.

Admissibility requirements:

- Description of the planned means of communication and measures taken to ensure their reliability.

5. Information, awareness-raising and training before departure

The Consultant shall make arrangements to inform, raise awareness and train its employees prior to departure on assignment. These arrangements shall be in the form of formal communication actions. It shall describe the provisions specifically planned for this Contract, in the form of "service orders" or similar documents.

Admissibility requirements:

- Description of essential instructions provided to employees (welcoming, briefings, updating of instructions booklets, etc.);
- Provision of the list of emergency numbers (local numbers and service providers, repatriation, head office on-call security service) furnished for the Contract's assignments.

6. Alert management and crisis management

The Consultant shall prove that it has set up a crisis management process involving the local organisation and its head office. It shall describe the main procedures for triggering this process and its key operating procedures.

For this purpose, the Consultant shall describe the alert process, from the local organisation to its head office, and the interaction with the Client.

Admissibility requirements:

- Summary of the crisis management procedure dedicated to security, describing triggers, roles and responsibilities.

FORM TECH-3 (INDICATIVE FORMAT)
WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ² (D-..)	Months ^{3,4}											
		1	2	3	4	5	6	7	8	9	n	TOTAL
D-1	[e.g., Deliverable #1: Report A												
	1) Data collection												
	2) Drafting												
	3) Inception report												
	4) Incorporating comments												
	5)												
	6) Delivery of final report to Client]												
D-2	[e.g., Deliverable #2:.....]												
n													

² List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased Services, indicate the activities, delivery of reports, and benchmarks separately for each phase.

³ Duration of activities shall be indicated in a form of a bar chart.

⁴ Include a legend, if necessary, to help read the chart.

**FORM TECH-5
(INDICATIVE FORMAT)**

CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Services:

Detailed Tasks Assigned to 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- 3 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 to undertake the Services in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

[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

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration,

FIN-4 Breakdown of other expenses

FORM FIN - 1 (FORMAT NOT TO BE ALTERED)
FINANCIAL PROPOSAL SUBMISSION FORM
(Separate forms to be provided for each part)

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the Services for [Insert title of Services] 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], excluding of all indirect local taxes [or “including of all indirect local taxes” in accordance with Sub-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 binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Sub-clause 12.1 of the Data Sheet.

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.A: SUMMARY OF COSTS - PART 1: LUMP SUM CONTRACT
(Separate summaries to be provided for each Part)

Item	Cost	
	<i>[Consultant must state the proposed Costs in accordance with Sub-Clause 16.4 of the Data Sheet; delete columns which are not used]</i>	
	<i>[Insert foreign currency]</i>	<i>[Insert local currency]</i>
Lump Sum Cost of the Financial Proposal (excluding taxes)⁷:		
– Activity 1 (deliverable 1)		
– Activity 2 (deliverable 2)		
– ...		
Security measures ⁸ : payments on the basis of supporting documents (reimbursable)		
Total Cost of the Financial Proposal (excluding taxes)¹: <i>[this amount must be the same as in the Form FIN 1]</i>		
Tax Estimates⁹ in the Client's country – to be discussed and finalized at the negotiations if the Contract is awarded		
– Value Added Tax (VAT) or equivalent		
– Withholding tax ¹⁰		
– Contract registration fees ¹¹		
– Customs duties		
Total Estimate for taxes, duties and fees in the Client's country:		

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

⁷ Taxes, duties and fees to be excluded from the Financial Proposal and presented separately are indicated in Sub Clause 16.3 of the ITC.

⁸ Prices include all the activities and measures defined in Article 4 of the terms of reference - *security* and correspond to the additional costs compared to a situation without security risk. A breakdown of the security measures price will be included in the Proposal.

⁹ List here the taxes, duties and fees to be presented separately in accordance with Sub-Clause 16.3 of the ITC.

¹⁰ On the invoices from the Consultant based outside the Client's country.

¹¹ Add a line here if there are other similar fees such as a fee to the regulatory body for public procurement, or equivalent.

FORM FIN-2.B: SUMMARY OF COSTS - PART 2: TIME-BASED CONTRACT (UNIT PRICES)

Item	Cost	
	<i>[Consultant must state the proposed Costs in accordance with Sub-Clause 16.4 of the Data Sheet; delete columns which are not used]</i>	
	<i>[Insert foreign currency]</i>	<i>[Insert local currency]</i>
Cost of the Financial Proposal (excluding taxes)¹²:		
– Remuneration		
– Other expenses <i>specify lump-sum or reimbursable</i>		
– Security measures ¹³ : payments on the basis of supporting documents (reimbursable)		
Total Cost of the Financial Proposal (excluding taxes)¹: <i>[this amount must be the same as in the Form FIN-1]</i>		
Taxes Estimates¹⁴ in the Client's country – to be discussed and finalized at the negotiations if the Contract is awarded		
– Value Added Tax (VAT) or equivalent		
– Withholding tax ¹⁵		
– Contract registration fees ¹⁶		
– Customs duties		
Total Estimate for taxes, duties and fees in the Client's country:		

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

¹² Taxes, duties and fees to be excluded from the Financial Proposal and presented separately are indicated in Sub-Clause 16.3 of the ITC.

¹³ Prices include all the activities and measures defined in Article 4 of the terms of reference - *security* and correspond to the additional costs compared to a situation without security risk. A breakdown of the security measures price will be included in the Proposal.

¹⁴ List here the taxes, duties and fees to be presented separately in accordance with Sub-Clause 16.3 of the ITC.

¹⁵ On the invoices from the Consultant based outside the Client's country.

¹⁶ Add a line here if there are other similar fees such as a fee to the regulatory body for public procurement, or equivalent.

FORM FIN-3.A: BREAKDOWN OF REMUNERATION – PART 1 LUMP-SUM CONTRACT

(Separate breakdowns to be provided for each part)

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

A. Remuneration _____						
No.	Name	Position (as in TECH-4)	Person-month Remuneration Rate (excluding taxes)	Time Input in Person/Month (from TECH-4)	Euro	PKR
Key Experts						
K-1			[Home]			
			[Field]			
K-2						
Non-Key Experts						
N-1			[Home]			
N-2			[Field]			
					Total Costs (excl. tax)	

FORM FIN-3.B: BREAKDOWN OF REMUNERATION – PART 2 TIME BASED CONTRACT
(Separate breakdowns to be provided for each part)

The financial evaluation will be conducted using minimum inputs as mentioned hereafter. If the Consultant wants to propose additional staffs / inputs as he would deem necessary to ensure proper project implementation, he shall do so in a separate FIN-3.B-bis document.

The Consultant will adapt home – field time input and foreign – local expert time input according to its methodology. The consultants shall prepare its time-based financial proposal based on the estimated provided as in ToR. However, if the Consultant thinks that the team and / or inputs should be updated to ensure proper phase 2 implementation, he shall make a critical review of proposed staffing and inputs in the technical proposal and a staffing table with positions and proposed inputs shall be presented. In the financial proposal, the Consultant should then propose a FIN-3.B-bis form with his proposed staffing and associated inputs.

A. Remuneration						
No.	Name	Position (as in TECH-4)	Person-month Remuneration Rate (excluding taxes)	Time Input in Person/Month (from TECH-4)	Euros	Pakistani Rupees
Key Experts						
K-1		Team Leader	[Home]	1		
			[Field]	4		
K-2		Chief Resident Engineer	[Home]	1		
			[Field]	19		
K-3		Assistant Resident Engineer - WTP	[Home]	1		
			[Field]	23		
K-4		Assistant Resident Engineer - NRW	[Home]	1		
			[Field]	23		
K-5		Surveyor	[Home]	1		
			[Field]	19		
Non-Key						
N-1		Water Treatment Process Expert	[Home]	1		
			[Field]	6		

Section IV. Financial Proposal – Standard Forms

N-2		Hydraulic Expert	[Home]	1		
			[Field]	3		
N-3		Non Revenue Water Expert	[Home]	1		
			[Field]	5		
N-4		Civil Engineer	[Home]	0		
			[Field]	6		
N-5		Electrical & Mechanical Expert	[Home]	1		
			[Field]	5		
N-6		Environmental Specialist	[Home]	0		
			[Field]	4		
N-7		Health & Safety Expert	[Home]	0		
			[Field]	4		
N-8		Controls and instrumentation expert	[Home]	0		
			[Field]	4		
N-9		Procurement Expert	[Home]	1		
			[Field]	11		
N-10		Supporting Staffs	[Home]	0		
			[Field]	20		
Total Costs (excluding VAT)						

**FORM FIN-4.A BREAKDOWN OF OTHER EXPENSES – PART 1 (INDICATIVE FORMAT FOR LUMP-SUM CONTRACT)
(Separate breakdowns to be provided for each part)**

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

B. Other Expenses						
No	Type of Other Expenses ¹⁷	Unit	Unit Cost ¹⁸	Quantity	Euro	PKR
___	Per diem allowances ¹⁹	Day		_____		
___	International flights	Ticket				
___	In/out airport transportation	Trip				
	Communication costs between [Insert place] and [Insert place]	Month				
	Reproduction of reports	1				
	Office rent	Month				
					
	Training of the Client’s personnel – if required in TOR	As per ToR				
Total Costs (excl. tax)						

¹⁷ Delete any item not relevant to the Services

¹⁸ Substitute “Lump Sum” by “Reimbursable” if the Client prefers to reimburse incurred expenses at their actual cost

¹⁹ Per diem allowance is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling

FORM FIN-4.B BREAKDOWN OF OTHER EXPENSES – PART 2 (INDICATIVE FORMAT FOR TIME BASED CONTRACT)
(Separate breakdowns to be provided for each part)

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

B. Other Expenses						
No.	Type of Other Expenses²⁰	Unit	Unit Cost²¹	Quantity	Euro	PKR
	Per diem allowances ²²	Day				
—	International flights	Ticket				
—	In/out airport transportation	Trip				
	Communication costs between [Insert place] and [Insert place]	Month				
	Reproduction of reports	1				
	Office rent	Month				
					
	Training of the Client’s personnel – if required in TOR	As per ToR				
Total Costs (excl. tax)						

²⁰ Delete any item not relevant to the Services

²¹ Substitute “Lump Sum” by “Reimbursable” if the Client prefers to reimburse incurred expenses at their actual cost

²² Per diem allowance is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling

Section V. Eligibility Criteria

Eligibility in AFD-Financed Procurement

1. Financing allocated by the AFD to a Contracting Authority has been entirely untied since 1st January 2002. To the exception of any equipment or any sector which is subject to an embargo by the United Nations, the European Union or France, all goods, works, plants, consulting services and non-consulting services are eligible for the AFD financing regardless of the country of origin of the supplier, contractor, subcontractor, consultant or subconsultant inputs or resources used in the implementation processes. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. Natural or legal persons (including all members of a joint venture or any of their suppliers, contractors, subcontractors, consultants or sub consultants) shall not be awarded an AFD-financed contract if, on the date of submission of an application, a bid or a proposal, or on the date of award of a contract, they:
 - 2.1) Are bankrupt or being wound up or ceasing their activities, are having their activities administered by the courts, have entered into receivership, or are in any analogous situation arising from a similar procedure;
 - 2.2) Have been:
 - a. convicted, within the past five years by a court decision, which has the force of res judicata in the country where the contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this conviction is not relevant in the context of this contract;
 - b. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where they are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this sanction is not relevant in the context of this contract;
 - c. convicted, within the past five years by a court decision, which has the force of res judicata, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
 - 2.3) Are listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4) Have been subject within the past five years to a contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against them;

- 2.5) Have not fulfilled their fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where they are constituted or the Contracting Authority's country;
 - 2.6) Are subject to an exclusion decision of the World Bank and are listed on the website <http://www.worldbank.org/debarr>, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this exclusion is not relevant in the context of this contract;
 - 2.7) Have created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.
3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to the AFD's satisfaction, through all relevant documents, including its Charter and other information the AFD may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

Section VI. AFD Policy – Corrupt and Fraudulent Practices – Social and Environmental Responsibility

1. Corrupt and Fraudulent Practices

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants must observe the highest standard of ethics during the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that (i) “it did not engage in any practice likely to influence the contract award process to the Contracting Authority’s detriment, and that it did not and will not get involved in any anti-competitive practice”, and that (ii) “the procurement process and the performance of the contract did not and shall not give rise to any act of corruption or fraud”.

Moreover, the AFD requires including in the Procurement Documents and AFD-financed contracts a provision requiring that suppliers, contractors, subcontractors, consultants or subconsultants will permit the AFD to inspect their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by the AFD.

The AFD reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- (a) Reject a proposal for a contract award if it is established that during the selection process the bidder or consultant that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the Contract;
- (b) Declare misprocurement when it is established that, at any time, the Contracting Authority, the suppliers, contractors, subcontractors, consultants or subconsultants their representatives have engaged in acts of corruption, fraud or anti-competitive practices during the procurement process or performance of the contract without the Contracting Authority having taken appropriate action in due time satisfactory to the AFD to remedy the situation, including by failing to inform the AFD at the time they knew of such practices.

The AFD defines, for the purposes of this provision, the terms set forth below as follows:

- (a) Corruption of a Public Officer means:
 - (i) The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such Public Officer to act or refrain from acting in his official capacity; or
 - (ii) The act by which a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such Public Officer to act or refrain from acting in his official capacity.
- (b) A Public Officer shall be construed as meaning:
 - (i) Any person who holds a legislative, executive, administrative or judicial mandate (within the country of the Contracting Authority) regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies;
 - (ii) Any other person who performs a public function, including for a State institution or a State-

owned company, or who provides a public service;

(iii) Any other person defined as a Public Officer by the national laws of the country of the Contracting Authority.

(c) Corruption of a private person means:

(i) The act of promising, offering or giving to any person other than a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or

(ii) The act by which any person other than a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

(d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.

(e) Anti-competitive practices mean:

(i) Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;

(ii) Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it;

(iii) Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

2. Social and Environmental Responsibility

In order to promote sustainable development, the AFD seeks to ensure that internationally recognised environmental and social standards are complied with. Candidates for AFD-financed contracts shall consequently undertake in the Statement of Integrity to:

(a) Comply with and ensure that all their subcontractors or subconsultants comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;

(b) Implement environmental and social risks mitigation measures when specified in the environmental and social management plan (ESMP) provided by the Contracting Authority.

**TERMS OF REFERENCE (TOR)
CONSULTANCY SERVICES
FOR THE PROJECT
EXTENSION OF WATER RESOURCES FOR FAISALABAD CITY PHASE-II**

1. INTRODUCTION

Water and Sanitation Agency of Faisalabad WASA-F mandated to offer water supply and sanitation services to the city of Faisalabad in the Province of Punjab, in Pakistan.

WASA-F, through Islamic Republic of Pakistan (GOP) and the Government of Punjab (GoPunjab) has recently mobilized funds from Agence Française de Développement (AFD) to enhance water services to clients in its areas of operations under a major project called “Extension of water resources for Faisalabad city – Phase II”. AFD has agreed to fund improvements to the operation of WASA-F through a Euro 94 million soft loan facility. WASA-F intends to apply part of the proceeds of the 94 M€ loan to payments under the contract for Consultancy Services for Extension of Water Resources for Faisalabad City Phase II.

The project aims to improve the living conditions of the inhabitants of Faisalabad by developing the public drinking water service. Its specific objectives are (i) to extend the service and improve the quality (continuity and pressure) of the water service, (ii) to preserve the water resource, and (iii) to reinforce the viability of financial position of WASA-F.

The project involves the implementation of the components described below:

Component 1: Non-Revenue Water

The project includes a Non-Revenue Water (NRW) reduction program and the establishment of Zones (District Metering Zones/DMZ and District Metering Areas) through installation of bulk meters, customer meters, SCADA system, leak detection and piloting the concept of 24/7 service.

This NRW reduction program will focus on one pilot zone selected out of the 16 DMZ established in Faisalabad. The selected DMZ shall be a representative sector of Faisalabad water distribution network.

Component 2: Increasing of the water production capacity

As part of the project, it is planned to increase drinking water production capacity by 30 MGD through:

- the construction of 5 MGD as an extension of the existing surface Jhal Water Treatment Plant
- the construction of a new 25 MGD water treatment plant near Jaranwala Road at Lower Gogera Canal Branch and the arterial network

These water treatment plants will be implemented on a Design, Build and Operate (DBO) contract with a 3-year O&M period (O&M cost would be financed separately by GoPunjab through its Non-Development budget).

Component 3: Extension of the water network (financed by GoPunjab through a separate contract).

To improve access to water in Faisalabad, GoPunjab intends to finance the extension of the water network downstream of the new Water Treatment Plant (Component 1) over the 2021-2024 period, including:

-
3. Provide assistance to WASA-F in the tendering process to recruit the DBO contractor.
 4. Assist WASA-F in undertaking contract negotiation and award with the DBO contractor.
 5. Review detailed designs prepared by the DBO contractor in accordance with the design criteria and functional/performance requirements specified in the bid and contract documents to ensure long term stability and operating life of all structures.
 6. Monitor and supervise the corresponding works: the construction activities, the implementation of the NRW pilot project and to ensure that KPI of the project are achieved.
 7. Support WASA-F's Project Management Unit (PMU) in the overall project management and implementation as agreed with WASA-F.

The overall duration of the consultancy services is 46 months (10 months for phase 1 + 36 months for phase 2) excluding defect liability period till the completion certificate of the project.

3. BACKGROUND

Faisalabad is the third largest city of Punjab with an estimated population of 3.4 million with growth rate of 3.70% and is a hub of industrial activities in the country. Total annual export of textile industry is about \$ 7.00 billion. The city is located almost on a flat terrain (0.05% slope of alluvial plain). The city has grown rapidly to the present population of about 3.4 million people, but the environmental infrastructure development, including water supply system is lagging behind. Rakh Branch Canal passing through the middle of the city, divides it into two distinct zones; eastern and western. Water and Sanitation Agency, commonly known as WASA, subsidiary of Faisalabad Development Authority, (FDA) was established on April 23, 1978 under the Development of Cities Act 1976 with a view to providing and catering for the services with regard to Water Supply, Sewerage and Drainage. The WASA Faisalabad is administratively aligned to "Housing Urban Development and Public Health Engineering Department (HUD&PHED)" of the Government of Punjab. Presently, total service area of WASA Faisalabad is 225 sq.km with total registered consumers for water & sewerage are 2,60,000. It is estimated that WASA provides about 72% of the city with sewerage services and about 70% with water services. A project "Greater Faisalabad Water Supply, Sewerage and Drainage, Phase I" was implemented with the assistance of Asian Development Bank in 1992. Primary Water Supply network in the city was laid under this project. The design included an input of 50 cusecs in to primary main from Jhal Khanuana Canal water treatment plant. The production capacity of canal water treatment works could not be augmented due to lack of financial resources. Recently, 15 MGD water is added to the system under the project "Extension of Water Resources for Faisalabad City Phase-I (French Funded Project)", 10 MGD through Surface Water Treatment near Novelty Bridge, summandri road and 5 MGD by tube wells installed along Rakh Branch Canal upstream of Gatwala bridge.

3.1 Existing situation

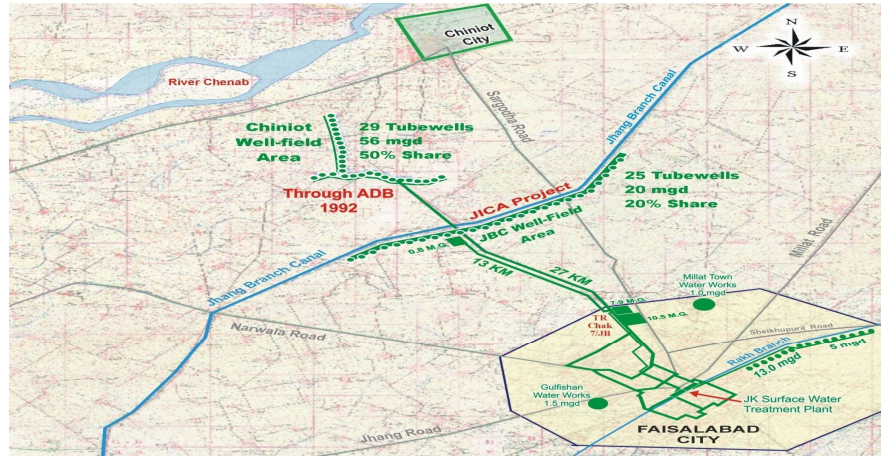
3.1.1 WASA-F Service Area

WASA Faisalabad was established in 1978. Initial responsible service area was 100 sq.km. Present WASA service area is 225 sq.km but according to align boundary with Faisalabad Development Authority, Planning area is about 1382 sq. km.

3.1.2 Water Supply Sources

The River Chenab flows about 36KM to the North West of Faisalabad while River Ravi is about 40KM to the South East. The ground water quality of Faisalabad except some localities which exist near Rakh Branch Canal, is quite saline and not fit for human uses. The city was first provided potable water in 1903 and the Water Works were augmented over the years, including supply of filtered water in 1906. Presently the following water supply schemes are providing potable water supply to the citizens of Faisalabad.

3.1.3 Existing Capacity of Services and Supply



a. Chiniot Well-field Area	56.00 MGD
b. JBC Well-Field Area (JICA Project)	20.00 MGD
c. Tube-wells along RB Canal	13.00 MGD
d. Jhal Khanuana Water Works	3.50 MGD
e. Millat Town Water Works	1.00 MGD
f. Gulfishan Water Works	1.50 MGD
g. French Funded Project Phase-I	15.00 MGD
Total	110.00 MGD
Total Current Water Demand	170.00 MGD
Short Fall (2019)	(170-110)
	60.00 MGD

3.1.4 Assessment of the current NRW situation

WASA-F serves approximately 1.55m population through piped network (1,487 km) and 1,12,073 domestic, 2,583 commercial and 80 industrial connections.

The NRW level in Faisalabad is not known due to several reasons:

- No customer metering / flat tariff billing,
- Bulk meters are not yet all installed and connected to the new SCADA system,
- Intermittent supply with low pressure (only few hours of supply per day),
- High number of illegal connections,
- Customer database outdated (but improving)

Huge efforts are made by WASA-F to improve the situation; especially related to commercial losses, and several IFIs funded projects aim at improving this situation.

i) Commercial losses

The current billing system for domestic consumption is on flat rate basis, and has not been updated since 2006.

Therefore, WASA-F cannot estimate the volume used by the customers, and they are not able to cover their operational costs. 17,000 domestic customer meters have been installed, but they are not used yet. WASA-F is planning to start invoicing based on volume in the coming month for these few customers.

It has been decided by the Government of Punjab to install customer meters for all WASAs.

However, the planning of implementation is not clear, but in the NRW Pilot Project in Faisalabad, meters will be installed on each connection.

In addition to the current lack of metering, there are two main issues:

- Customer database outdated,
- High number of illegal connections.

It is also important to note that the billing recovery is very low i.e. 30 to 40%. WASA-F is trying to improve the situation through additional communication campaign, and disconnections where necessary.

ii) Physical losses

The physical water losses are not known due to the lack of accurate information. However, previous or on-going projects give the following values:

- 55% of losses for French Funded project phase 1
- 57% of losses for WB Preparation of PBC report.

These values are indeed the best estimates we can give with the available data. It is also important to underline that these values are relatively “low” due to the intermittent supply and the low pressure within the network. When the network will be supplied 24x7 with sufficient pressure, the physical losses will rise significantly.

We can anticipate a rise up to 80% losses if the network is under pressure 24x7. That is why the reduction of losses is a key issue for WASA-F.

In the previous “French project” following activities were being undertaken:

- WASA-F was divided in 16 District Metering Zones (DMZs) and
- Leaks were detected (using Helium gas method) in almost 1,000 km of the distribution network
- bulk meters have been installed at production facilities and OHR
- flow meters have been installed at key distribution points
- SCADA system has been installed
- GIS maps of distribution network have been prepared
- 20,000 customer meters are being procured. These meters will be installed on the NRW pilot area.

Flow and pressure data from bulk meters installed at Terminal reservoir, production facility and few DMZs is regularly being updated in SCADA assisting WASA-F in monitoring and taking remedial measures where required. The present NRW pilot project aims to reduce significantly water losses in a sustainable way and to improve the water supply in this pilot area.

4. BENEFITS OF THE PROJECT

The project aims to improve the living conditions of the inhabitants of Faisalabad by developing the public drinking water service. Its specific objectives are (i) to extend the service and improve the quality (continuity and pressure) of the water service, (ii) to preserve the water resource, and (iii) to reinforce the viability of financial position of WASA-F.

The benefits considered to be attributable to WASA Faisalabad as a consequence of the implementation of the whole project are as follows:

- Increased in existing production capacity of treated water.
- Increase in provision of water to the inhabitants of Faisalabad City.
- Improvement of the service to existing consumers.
- Reduction in level of losses.
- Rationalization of the operational procedures.
- Implementation of a NRW strategy/methodology
- Reinforce the operational and commercial departments to reduce physical and commercial losses
- Establishment of leak detection units.
- Increase in level of revenue received by WASA Faisalabad.

5. SUMMARY OF PROJECT COMPONENTS

5.1 Major Objectives

- Development of new water production resources.
- Reduction in non-revenue water.
- Improvement in service delivery.

5.2 Components financed by AFD

The project involves the implementation of the components described below:

Component 1: Increasing of the water production capacity

As part of the project, it is planned to increase drinking water production capacity by 30 MGD through:

- the construction of 5 MGD as an extension of the existing surface Jhal Water Treatment Plant
- the construction of a new 25 MGD water treatment plant near Jaranwala Road at Lower Gogera Canal Branch and the arterial network

These water treatment plants will be implemented on Design Build and operate mode with 3 year's O&M period. O&M cost would be financed separately by GoPunjab.

Component 2: Non-Revenue Water

The project includes a Non-Revenue Water (NRW) reduction program and the establishment of Zones (District Metering Zones/DMZ and District Metering Areas) through installation of bulk meters, customer meters, SCADA system, leak detection and piloting the concept of 24/7 service. This NRW reduction program will focus on one pilot zone selected out of the 16 DMZ established in Faisalabad. The selected DMZ shall be a representative sector of Faisalabad water distribution network.

The extension of the network will be financed by GoPunjab.

5.3 Components detail of the Project

5.3.1 Component 1 – Increasing of the water production capacity

Construction of 25 MGD Treatment Plant

The water flow rates to be considered are as follows:

- Raw water is the water of the lower Gogera Branch Canal, located adjacent to the site of the new WTP.
- 50 cusecs will be drawn from the Lower Gogera Canal for the WTP.
- The raw water nominal pumping capacity shall be in the order of 25.6 MGD
- The treated water nominal production capacity shall be in the order of 25 MGD, allowing for 5% losses.
- The Lower Gogera canal is designed for a flow of 2,600 cubic feet per second (cusec), about 1,400 MGD of water.

The required quality for treated water produced by the plant will be the quality defined in the “Guidelines for Drinking Water Quality - Recommendations” produced by the World Health Organization (WHO) 1984, provided that the raw water quality does not exceed the guide line values.

The components part of water treatment plant will be:

- Pre-settling Tanks at Lower Gogera Branch near Jaranwala.
 - Construction of Raw Water Transmission Line. The characteristics of transmission line would be:
 - Transmission Main will be mild steel duly coated with protection of PVC & epoxy coating.
 - Total length: approximately 2, 3000 meters.
 - Internal diameter: 1371 mm.
 - Construction of Surface water Treatment Plant: Capacity of treatment plant will be 25 MGD and will be controlled by SCADA / Manual mode.
 - Construction of 0.4 MG Overhead Reservoir.
 - Construction of 8 MG Ground Reservoir.
 - Construction of Arterial Main.
 - The characteristics of Arterial main would be:
 - Arterial Main will be Ductile Iron Pipe which is most recommended for Water mains network all over the world.
-

-
- Total length: approximately 2,400 meters.
 - Internal diameter: 1000 to 1200 mm.

Extension of 5 MGD Treatment Plant for Extension of Existing Jhal Treatment Plant

Recently, 15 MGD water is added to the system of WASA Faisalabad under the project “Extension of Water Resources for Faisalabad City Phase-I (French Funded Project)”, 10 MGD through Jhal Surface Water Treatment (Intake from the Rakh branch canal) near Novelty bridge, summandri road and 5 MGD by tube wells installed along Rakh Branch Canal upstream of Gutwala bridge. The technology used for treatment is rapid gravity filtration. The extension of Jhal water treatment plant from 10 MGD to 15 MGD is included as component of the project “Extension of water resources for Faisalabad City Phase II”.

The basic components of extension part will be:

- Construction of Flocculation, Coagulation and Lamellar clarifiers.
- Construction of Filter Beds.
- Construction of Sludge Drying Beds.
- Electrical & Mechanical equipment along with SCADA control.

5.3.2 Component 2 – Non-Revenue Water Reduction Program – Pilot project in selected DMZ

Recent studies estimated that NRW (physical and commercial losses) in WASA-F reaches almost 40%-50% while significant work has already been done in terms of bulk metering, procurement of SCADA system, procurement of approx. 10000 customers’ meters, detection and fixing of leaks and preparation of GIS. These initiatives require further investment and capacity building particularly for the leak detection. The leak detection equipment has been procured by WASA-F but has been ineffective due to intermittent supply (Requires continuous supply for leak detection).

The impact of increasing water production capacity will be limited and rather could increase the water losses (with the pressure in the network), if no NRW action plan is implemented in the same time. In the project, a NRW reduction program approach has to be implemented in one of the zones of WASA-F. The proposed approach comprises of provision of water for 24/7, conducting the baseline for accurate measurement of NRW in the selected zone after establishment of zone, installation of bulk and customer meters and linkages with SCADA system. The proposed approach will help GoPunjab and F WASA in estimating more accurate figures for NRW, understanding quantum of achievements in terms of knowing the exact quantity of water saved (NRW reduction). Moreover, piloting the concept of 24/7 (improved service delivery) and volumetric charging system in selected zone will enhance revenue apart from savings in terms of reduced production cost.

The broader scope of work for NRW reduction program component will include but not limited to:

- Selection of DMZ for piloting NRW reduction program approach
- Establishing the DMZ firewalled from rest of the network through installation of valves, hydraulic modelling and conducting zero pressure test and other associated works and testing
- Installation of bulk meters, customer meters and SCADA system in pilot zone
- Conducting the KPIs baseline for defining the NRW in selected DMZ;
- Leak detection and fixing of physical losses (network, service connections, valves etc.)

-
- Transforming the customers and infrastructure information in selected DMZ on high resolution satellite imagery for recovery of commercial losses
 - Up-grade the commercial database
 - Reduce the number of illegal connections
 - Billing based on the m³ consumed
 - Improving the billing recovery rate
 - Provision of 24/7 water supply in selected zone
 - Fixing the targets for reduction of commercial losses
 - Implement a strategy/ methodology to reduce NRW in the pilot area (leak detection, reinforce leak detection department and repair department, reinforce commercial department)

The Consultant will support WASA-F to develop a strategy/methodology to reduce physical and commercial losses in selected area. Considering the findings in the previous studies, the bidder will propose a methodology and an approach which could be implemented in the pilot area to reduce physical and commercial losses, to develop a long-term strategy to reduce NRW in the pilot area and to structure and reinforce skills of the leak detection department and commercial department to face this concern.

6. SCOPE OF THE CONSULTANCY SERVICES AND TASKS

6.1 Scope of Services

Note: where the word “support” is used, details of such support activities will be informed by the consultant’s proposals and F WASA’s expectations. These specific activities will be agreed at contract negotiations between F WASA and the successful, and may be subject to refinements/changes using agreed procedures during contract implementation. Except specific issues, the word “support” refers to the description by the Consultant in its methodology to implement the assignment. This “support” does not generate any extra financial cost, as man. months quantities are already estimated in the RFP.

The present project is related to review and finalization of Preliminary Designs, Tender Documents, Safeguards (ESIA and RAP) Reports and Construction Supervision of the Project.

The scope of the Services shall include all the services necessary to achieve the objectives described above and, in so doing, the Consultant shall expeditiously execute not less than the following tasks.

Phase 1 – Technical studies, Review, finalization and endorsement of the preliminary design, preparation of the bidding documents and assistance in tendering process:

Task 1.1: Review of existing studies

Task 1.2: Review and finalize the preliminary design of the project (for WTPs and NRW Pilot Project) to be tendered under a Design, Build and Operate (DBO) contract with 3 years of operation

Task 1.3: Preparation of tender documents for DBO Contract and Support F WASA in undertaking contract negotiations with the successful DBO contractor.

Task 1.4: Updating and finalizing the Environmental and Social Impact Assessment, preparation of Resettlement Action Plan.

Task 1.5: Assistance in tendering process

Phase 2 – Construction supervision, Completion and Commissioning:

Task 2.1: act as the Engineer (in accordance with FIDIC Yellow Book with 3 year’s duration for (O&M) on behalf of the Employer in routine dealings with the DBO contractor

- (i) Design review of intake, water treatment plant, pump stations and raw water pipelines, other facilities designed by the DBO contractor; and carry out construction supervision activities;
- (ii) Liaise with other works design consultants and contractors that may be appointed by WASA-F to review the contract interface areas that may need to be considered during the design and construction phases. Interface areas may include but are not limited to: Flow parameters, hydraulics, surge implications, pipe material / size, cathodic protection, commissioning sequences.
- (iii) Preparation of site specific environmental management plans and ensuring the environmental and social safeguard compliance.

Task 2.2: Works supervision

Task 2.3: Completion and commissioning

6.2 Description of the Tasks

Phase 1. Review and finalization of preliminary design, preparation of bidding documents and assistance in tendering process

Task 1.1: Review of existing studies

As a first task, the Consultant will collect and review all existing studies. This phase shall include (not limited to):

- Data collection,
- Critical review of studies (especially Feasibility Studies), including:
 - Review of technical scenario and options,
 - Review of proposed preliminary design – including option to limit O&M costs,
 - Review of proposed costs (CAPEX and OPEX),
 - Review of existing data for raw water and definition of a measurement campaign,
 - Review of NRW pilot Project and preparing the final strategy to reduce NRW reduction
- Discussion with WASA-F and other stakeholders to make sure that feasibility studies are still in line with their objectives.

Results of this phase will be discussed with WASA-F and other stakeholders in a workshop to make sure that all potential issues are identified and can be cleared.

Task 1.2: Preliminary design finalization

Based on available studies and review of reports the Consultant will refine the basic preliminary design/concept design of the project that will be helpful for the preparation of tender documents for the selection of Contractor. The consultants in consultation with F WASA will finalize the DMZ for piloting NRW reduction program approach after collecting the necessary details and data.

6.2.1 Water treatment plants

The Consultant will be responsible for conducting further investigations/studies following the recommendations (indicated below) made by the previous consultants hired for the project: `

- Carry out topographical surveys on the sites of the intake (source for water treatment plant), the pre-sedimentation tank and the site for the water treatment plant (including the storage reservoir). No topographical survey would, normally, be required for the raw water and treated water transmission mains; this has already been done in detail in the feasibility study. However, it would be preferable to have this information in AutoCAD format instead of pdf. The consultant will transform the information from pdf to AutoCAD.
- Carry out additional geotechnical surveys; at least one additional borehole each for the intake and the pre-sedimentation tank and 8-10 additional boreholes for the treatment plant and the storage reservoir; STP and soil sampling.
- Few critical points need to be further developed to the level of preliminary design (these have actually not been treated at in the feasibility):
 - The intake structure: this is a critical part of the project and it has to be ensured that it could work correctly. Exact location, type of intake, requirements for protection (screens, etc.), foundation methods, access, intrusion protection need will be looked at and finalized by the consultant.
 - The pre-sedimentation and the raw water pumping station will also be finalized by the consultant. In addition to the above, the access to electrical power shall be assessed, and the methods of desilting the pre-sedimentation tank(s) should be studied and finalized.
 - The storage reservoir: as mentioned, WASA Faisalabad has concerns about the constructability and the cost for this reservoir. The consultant will review and consultation with F WASA will finalize the cost and volume of water to be stored.
 - The connection point with the existing system will be identified and studied in more detail by the consultant. The FS only indicates that the treated water pipe should be connected to "the existing ground reservoir".

The selected consultants will conduct the above indicated investigation prior to designing the Tender process so that appropriate information is available for the contractors during bidding process. In addition to above indicated scope of work the consultant will review and may recommend appropriate studies for further refinement of the bidding process. Based on review of reports and execution of above studies/investigation one comprehensive report will be produced and submitted to client prior to finalization of Tender documents. The final design report need to be submitted within 5 months of signing of the contract.

6.2.2 Non-revenue water/detailed strategy/Baseline survey

The Consultant will supervise the following activities which will be done by the contractor during the implementation of the project. Further details about NRW reduction program are indicated in section 5.3.2.

- Review of existing reports, information, equipment and data etc.
- Verification of existing installed meters and construct DMAs.
- Review of field surveys and collection of additional data required to prepare a validated IWA Annual Water Balance using the standard IWA/AWWA top down water audit methodology.

-
- Review of the detailed Baseline survey report prepared by the Contractor in accordance with IWA procedures and standards including establishing relevant IWA Performance indicators.
 - Review of the detailed strategy prepared by the Contractor for reducing NRW showing areas to be addressed, methods to be used, schedule for achieving targets and resources required. All capital works proposed must also be provided along with costs for implementing all aspects of the strategy.
 - Review of the strategy prepared by the Contractor to:
 - i) Update and calibrate existing hydraulic network analysis model based on Water Gems.
 - ii) Update and verify digitized distribution network (ArcGIS software package)
 1. NRW methodology to reinforce leak detection department (network and connections) and to repair them and the commercial department
 2. NRW capacity building
 - Prepare recommendations and strategy for:
 - i) System optimization
 - ii) Realignment of meter reading routes and proposal for Automatic Meter Reading System to assist NRW future reduction efforts.
 - iii) Telemetry system to provide control over major pumping system including
 - iv) Pressure control
 - v) Alarms and Alarm Management
 - vi) NRW methodology to reinforce leak detection department (network and connections) and to repair them and to reinforce the commercial department
 - vii) NRW capacity building

The Consultant will support WASA-F to develop a strategy/methodology to reduce physical and commercial losses in selected area. Considering the findings in the previous studies, the bidder will propose a methodology and an approach which could be implemented in the pilot area to reduce physical and commercial losses, to develop a long-term strategy to reduce NRW in the pilot area and to structure and reinforce skills of the leak detection department and commercial department to face this concern.

Task 1.3: Preparation of Tender Documents

As mentioned previously, the work package is expected to be tendered under a Design, Build and Operate (DBO) contract with 3 years of operation. The contract will be based on AFD's model for design and build contract based on yellow book of FIDIC and will be followed along with some additional special conditions of contract such as 3 years (O&M).

1.3.1 Preparation of a schedule for construction works

The Consultant shall prepare the detailed schedule for the entire implementation program and construction schedule of works to be communicated to the bidders. He shall also define the main constraints to be taken into consideration by the Contractor during the works (traffic management issues, continuity of supply, etc.).

1.3.2 Preparation of bidding documents

Based on the preliminary designs, the Consultant shall prepare a full set of tender documents. Standard AFD bidding documents shall be used as model forms (including for DBO). This shall include but not limited to:

- Prequalification Document for Procurement of Works including definition of evaluation criteria and especially required competences from the Contractor. This should be discussed and agreed with all stakeholders (WASA-F and AFD)
- Bidding documents
- Works Requirements,
- Guarantee and penalties,
- O&M requirements
- Standard and Special Specifications,
- Specific Procurement Notice (SPN),
- Book of Drawings.

As this will be a DBO contract, the tender documents will be prepared based on preliminary design. When preparing the tender documents, the Consultant shall:

- Clearly define constraints, scope of work, intended use of infrastructures, required outputs from the Contractor and associated guarantee and penalties,
- Leave some room for the contractor to propose the best fit for purpose design,
- Consider Capex for the financial evaluation.

Specific attention will be devoted to environmental and social aspects, including works safety.

Task 1.4 – Updating and Approval of the Environmental and Social Impact Assessment and Resettlement Action Plan

The Environmental and Social Impact Assessment (ESIA) study has been prepared by the consultant and submitted to Environmental Protection Department (EPD) Punjab. The Consultant will be responsible for doing liaison with EPD, responding to comments received if any from EPD on behalf of WASA-F and will ensure approval of the report. Updating the report if required. The public hearing will be organized by EPD where consultants will be required to present the study during public hearing. The study will be updated as per AFD and World Bank guidelines whereas Environmental Management Plan (EMP) will also be updated in light of technical design changes. The Consultant will be required to nominate/propose an environmentalist/environmental auditor registered with the National Environment and Management Authority (NEMA) to participate in the ESIA approval and ensure that the mitigation measures are properly addressed.

Resettlement Action Plan (RAP) framework will also be prepared by the Consultant for new infrastructure. The consultant shall assist the WASA-F in ensuring that the proposed locations for the retained infrastructures are free of all encumbrances. The Consultant shall be required to identify all the persons affected by the project and ensure that they are compensated in time.

As part of the assignment, the Consultant shall be expected to carry out a socio-economic survey of the affected households, affected land and property survey and valuation, and preparation of a RAP report for approval.

Task 1.5 – Assistance in Tendering Process

The Consultant shall:

- Support WASA-F in analysis of pre-qualifications and preparation of a shortlist
- Prepare and attend the site visits, pre-bid meetings, answering clarification requests and issuing of amendments to tender documents
- Prepare evaluation forms, support and participate in proposals evaluation and prepare evaluation reports. This phase will be of a main importance (DBO contract) and the Consultant shall extend a strong technical support to WASA-F as bidders may propose various processes and configuration
- Assistance in Contract negotiation and formalizing the contract: the Consultant shall first assist WASA-F in undertaking contract negotiation and award with the DBO contractor. The Consultant will be expected to bring to the negotiation table their experience in similar negotiations and provide recommendations to WASA-F to enable smooth negotiations and practical contract agreements to be made. It is expected that the involvement of the Consultant will provide the firm with further insight into DBO contract and provide the necessary platform for the Consultant to undertake his contractual duties.
- Prepare minutes of negotiations and draft the contracts with its appendixes to obtain no-objection letters, assist in negotiations and arrange for signing of contracts

Phase 2. Construction Supervision, Completion and Commissioning

Task 2.1: Detailed Design Review

As the detailed design will be prepared by the Contractor under a DBO Contract, the Consultant will have to review, comment and approve all detailed design, drawings, equipment's and other document provided by the Contractor prior to construction.

The Consultant will carry out a critical review of the detailed design submitted by the Contractor prior to the physical commencement of works to identify defects or omissions that compromise the completeness or consistency of the design. This review will be carried out immediately after the commencement of services. On completion of the review, the Consultant will prepare a report, setting out all findings and recommendations for correcting any defects or omissions identified during the review stage. Notwithstanding these, the supervision consultant will also immediately inform the employer of any defect or omission that may have a substantial impact on the Project at the time the defect or omission is uncovered.

The Consultant shall carry out tasks not limited to the following:

- The Consultant shall act as the Engineer (in accordance with FIDIC Yellow Book) on behalf of the Employer in routine dealings with the DBO contractor.

-
- The Consultant shall review detailed design prepared by the DBO contractor in accordance with the design criteria and functional/performance requirements specified in the contract documents to ensure long term stability and operating life of all structures.
 - The Consultant will carry out timely, critical reviews of the detailed designs (submitted in stages, if required by the program) prior to the commencement of that stage of works, to identify defects or omissions that compromise on consistency of the design, production efficiency, service life, easy and safe maintenance and operability and completeness of works.

The Consultant shall review and confirm compatibility of materials with ground conditions, including corrosion/anodic protection, detailed list of spare parts, easy and safe maintenance, efficient power consumption and completeness of all works.

- On completion of the reviews, the Consultant will prepare a report for each review, setting out all findings and recommendations for correcting any defects or omissions identified. Notwithstanding these, the Consultant will immediately inform the WASA-F of any defect or omission that may have a substantial impact on the program at the time the defect or omission is uncovered.
- The Consultant shall maintain all project records, files and reports in a manner suitable to meet international legal standards in the event of disputes or claims for extras or other matters that may arise.

During execution stage, the suggested improvement(s), if any, shall be designed and prepared by the Contractor in the light of Consultant's recommendations, after approval from the Client so that work progress does not suffer. This will include site specific problems with measures. Moreover, consultant will be required to review off and on the detailed design of the different components of the project during execution stage.

Task 2.2: Construction Supervision

The Consultant shall act as The Engineer on behalf of the employer on routine dealing with the DBO contractor.

2.2.1 Supervision and Quality Assurance Manual

The Consultant shall prepare *Supervision and Quality Assurance Manuals*, to be available in draft at the award of the works contract, for the Contractor to review. These manuals shall include but not limited to: periodicity and venue of meetings, documentation, information management, records, photographs, control and safety, communication structure, test, inspections, approvals, circulation and approval of the documents, etc. The selected Contractor shall give his comments and suggestions within the first weeks of the assignment and the Consultant shall then prepare the final Supervision Manual and QA Manual forms for the supervision and construction of the works. The Consultant will also ensure that proper Health and Safety Constraints are put in place as per AFD reinforced E&S procedures.

2.2.2 Monitoring of works progress and quality

The Consultant shall review and approve the construction work plan, safety plan and Quality Control (QC) plan proposed by the Contractor prior to the start of the construction works. The Consultant is then responsible to supervise the Contractor's daily work and to closely monitor the progress and quality of the works according to the work plan. The consultant will be in charge of updating the work plan with the Contractor at least on a monthly basis.

The Consultant shall ensure that the Contractor is fully coordinating with HUD&PHED and Irrigation Department, WASA-F and other stakeholders including the projects on-going in the area. The consultant shall organize and facilitate meetings as per the supervision manual.

The Consultant shall also review and approve any submissions from the Contractor (shop drawings, materials, equipment, etc.) according to the requirements of the contract. The consultant shall review and answer technical inquiries in full coordination with the Client.

For NRW component the consultant will supervise preparation of GIS dashboard (contractor to prepare GIS dashboard) encapsulating the customers and infrastructure data. For each construction activity to be carried out by consultants relevant to entire project implementation, the consultant will be responsible for regular site inspections and approval of quality of work being done by the contractor.

2.2.3 Assistance for Contract Management

The Consultant shall review any claim and requests from the Contractor and assist the Client in evaluations and/or approvals. He shall prepare any required variation order or addendum to the contract that shall be submitted to AFD for no-objection.

The Consultant shall also assist in staffing, dispute resolution or differences between the Client and the Contractor and in preparing documents requesting for AFD no-objections.

2.2.4 Quantity measurement and validation of payment certificates

The Consultant shall measure the quantity of works accomplished against the payment schedules specified in the contract and recommend to the Client the payments due to the Contractor. Payments will be effected through payment certificates originated by the Contractor and fully endorsed by the Consultant. The Consultant shall review the requests for payment submitted by the Contractor within two (2) weeks after receiving the request from the contractor. WASA-F will then be responsible to forward the request of payment to AFD.

The procedure and form of the certificates, supporting documents, etc. shall be discussed and agreed with the Client and AFD. The Consultant shall prepare a complete file for each payment. In addition to hard copies, fully scanned copy of approved payment certificates shall be safely stored within the site. The Consultant shall also be responsible for checking and approving the final account.

2.2.5 Environmental and social monitoring

The Consultant shall supervise the implementation by the Contractor of the required environmental and social mitigations measures as per the ESIA reports. He shall also follow up on measures that are not the Contractor's responsibility if any. On a quarterly basis, the consultant shall prepare a monitoring report in accordance with regulation authority. At all times, the consultant shall ensure

that the conditions of the EIA licence are complied with the contractor. In addition, where required site specific EMP will be prepared by the consultants.

2.2.6 Preparation and assistance for handing over of the works

The Consultant is expected to ensure that the works have been implemented by the Contractor according to all contract requirements.

The Consultant shall review the Operation and Maintenance (O&M) manuals; as-built drawings and training manuals to be submitted by the Contractor. He shall also ensure that the Contractor is providing spare part lists and procurement contacts to the Client. After stipulating the criteria, the planning and the procedure for all tests mentioned in specifications, he shall supervise the tests and report on their results.

The Consultant is responsible for preparing the checklists and handing over certificates. He will lead all the processes, until the final handing over of the works to the Client. The Consultant shall also monitor start of operation of the facilities and the training the operators as required.

2.2.7 Records

The Consultant will be expected to maintain a current and comprehensive daily field records for all the services to be undertaken. The works shall include monthly photographs (referenced and dated) comprising overview and focal photograph of all key sections. The format of records will include the basic records of supervision such as equipment, material and manpower employed on the site, works installed and tested, excavation and trench conditions encountered, stock control, weather, holidays, etc.

Other records shall be: minutes of site meetings, correspondence, technical queries, site instructions, claims, variation orders and addendums, drawing and specifications revision, test certificates, payment certificates, etc.

The Consultant shall maintain effective liaison with the Client on all aspects regarding the performance of the Contractor. Monthly progress meetings involving all the stakeholders (the Consultant, the Contractor, the Client, etc.) will be organized as well as any other required meetings.

2 No copies of A1 Layout chart showing previous, current and planned progress shall be submitted quarterly with layout showing locations of progress. In addition, monthly progress reports in a format acceptable to the Client shall be submitted not later than the 10th day after the end of the month in question.

2.2.8 Asset Inventory

The consultant shall supervise the preparation of a detailed asset inventory by the contractor. The inventory shall include organised schedule of all the fixed and movable assets implemented/delivered. The schedule shall have categories according to the type/location, name, model/brand, unique reference no, material, date of installation, value and projected life.

Task 2.3 Completion and Commissioning

The Consultant shall inspect the works and approve the commissioning before completion certificates are issued. This shall be done as per DBO contract provision and several tests will have to be undertaken to ensure that contractor commitments are met (water quality, treatment capacity, power consumption, use of chemicals...). If requirements are not met and based on the DBO contract, the Contractor shall either (i) review the WTP or (ii) get some penalties (to be defined in the DBO Contract). This phase will run until the Client is satisfied of the performance of the WTPs and the performance of the NRW pilot Project.

Before and during the Defects Liability Period, the Consultant shall be responsible for the issuance of Defects/Snag Lists and the supervision of Remedial Works by the Contractor.

The Consultant shall ensure the provision of and take delivery of all "As-Built" Drawings, Specifications, and Certificates of Testing relating to the completed Works and hand them over to WASA-F. On satisfactory completion of the Works, the Consultant shall issue all necessary Documents of Completion within one month following the completion. At the end of the assignment, the Consultant shall prepare project completion report.

During the commissioning period of the water treatment plant, Consultant shall review and update the operation and maintenance (O&M) manual and detail Standard Operating Procedures (SOPs) for O&M of water treatment plant submitted by the DBO contractor, on occurrence of a very major intractable problem. The Consultant will visit the plant twice (with 1 man-month for two visits) during the Defect Liability Period and will prepare snag list for the rectification of the defects by the Contractor, if any

7. TEAM COMPOSITION AND QUALIFICATION REQUIRMENTS AND INDICATIVE INPUTS

Indications of the professional staffing which may be required to fulfil the assignment as well as indicative time inputs are shown in the following tables:

Phase 1 - Detailed designs, bidding documents and assistance in the Tendering process

Position	Estimated Staff Months		
	Total	International	National
Total Key Experts	30	24	6
Total Non-Key Experts	10	8	2
TOTAL	40	32	8

The following key experts shall be provided:

Key Experts
K 1.1 – International Team Leader
K 1.2 – National Deputy Team Leader
K 1.3 – International Water Treatment Process Expert
K 1.4 – International Hydraulic Expert
K 1.5 – International Electrical and Mechanical Engineer
K 1.6 - National Civil engineer
K 1.7 - International NRW expert
K 1.8 – National Environmental expert

* The Bidder Proposal must include minimum of 32 Man-Months in Field.

Phase 2 – Construction Supervision, Completion, Commissioning

Key Experts			
	Total	International	National
K1.1 Team Leader – Project Manager (same as phase 1)	5	5	0
K2.1. Chief Resident Engineer	20	0	20
K2.2. Assistant Resident Engineer – WTP	24	12	12
K2.3. Assistant Resident Engineer -Network and NRW	24	12	12
K2.4. Surveyor	20	0	20
Total Key	93	29	64
Non Key Experts			
NK2.1 Water Treatment Process Expert	7	7	0
NK2.2 Hydraulic expert	4	4	0
NK2.3 Non-Revenue Expert	6	6	0
NK2.4 Civil Engineer	6	6	0
NK 2.5 Electrical & Mechanical expert	6	6	0
NK2.6 Environmental Specialist	4	0	4
NK2.7 Health and safety expert	4	0	4
NK 2.8 Controls and instrumentation expert	4	4	0
NK 2.9 Procurement expert	12	12	0
NK2.10 Support staffs	20	0	20
Total Non-Key	73	45	28

Phase 1 will be paid as a lump sum while Phase 2 is a time based (monthly timesheets to be approved by WASA-F). The Consultant shall include a resource person on the project and based in Faisalabad as focal WASA-F contact point for phase 1. The consultants, in preparing their proposals, must make their own estimates of staffing, team structure, work plan, resources etc. which they consider they will need to complete the assignment satisfactorily

The Consultant is expected to provide such additional professional staff, support staff, engineering technicians, CAD technicians, and ancillary staff (office manager, translators, accountant, etc.) as they consider are required to carry out the tasks described. These staffs should be included in the lump sum amount for phase 1.

The Team Leader for phase 2 shall be the same as in phase 1. During phase 2, he'll perform at least one quarterly mission to Faisalabad to supervise project implementation.

The following table gives indications of the required minimum levels of academic qualifications and working experience for those key experts to be evaluated as well as suggested duties for the key experts.

Phase 1: Responsibilities and Required Qualifications and Experience of Key Experts

<u>Position</u>	<u>Minimum qualifications and experience</u>	<u>Responsibilities</u>
K1.1. Team Leader / Project Manager	<p><u>General qualification:</u> At least bachelor's degree in Civil Engineering or other relevant field.</p> <p><u>General experience:</u> Minimum 25 years work experience as Civil Engineer.</p> <p><u>Specific experience:</u> 15 year's experience in the planning, design, bidding documents preparation and supervision for water and sanitation infrastructure projects, including water treatment plants (WTP).</p> <p><u>Similar assignments:</u> Experience as Project Manager or Team Leader or senior engineer on not less than 4 previous projects similar in scale and content under relevant FIDIC Yellow or Gold Book.</p> <p><u>Language:</u> Fluent in spoken and written English</p>	<p>The Team Leader will be responsible for the successful achievement of the Consultant's tasks. He/she will manage, organize and coordinate the work of the whole design team and will be responsible for reporting and liaison with the Client and other organisations of Faisalabad.</p>
K1.2. Deputy Team Leader	<p><u>General qualification:</u> At least bachelor's degree in civil engineering or other relevant field.</p> <p><u>General experience:</u> Minimum of 15 years working experience</p> <p><u>Specific experience:</u> 10 years' experience in the design & bidding documents preparation for water and sanitation infrastructure projects, including WTP</p> <p><u>Similar assignments:</u> Experience as deputy team leader or other relevant position on not less than 2 previous projects similar in scale and content under relevant FIDIC Yellow or Gold Book.</p> <p><u>Language:</u> Fluent in spoken and written English</p>	<p>The Deputy Team Leader will support the Team Leader in the daily project management and will take part in design & preparation of tender documents.</p>
K1.3. Water Treatment Process Expert	<p><u>General qualification:</u> At least bachelor's degree in civil engineering or other relevant field.</p> <p><u>General experience:</u> Minimum of 15 years working experience</p> <p><u>Specific experience:</u> 10 year's experience in design of water treatment plants.</p>	<p>The Water Process Engineer will complement the Team Leader's expertise and responsibilities. He will be strongly involved in the development of design and tender documents for the WTPs.</p>

<u>Position</u>	<u>Minimum qualifications and experience</u>	<u>Responsibilities</u>
	<p><u>Similar assignments:</u> Shall have acted as Water Treatment expert on not less 2 previous projects similar in scale and content to this one.</p> <p><u>Language:</u> Fluent in spoken and written English</p>	
K1.4. Hydraulic Expert	<p><u>General qualification:</u> At least bachelor's degree in Civil or other relevant field.</p> <p><u>General experience:</u> Minimum of 15 years working experience</p> <p><u>Specific experience:</u> 10 year's experience in design of major water supply system including transmission mains and WTP.</p> <p><u>Similar assignments:</u> Experience as Hydraulic Engineer on not less than 2 previous projects similar in scale and content to this one.</p> <p><u>Language:</u> Fluent in spoken and written English</p>	The Hydraulics Engineer will be responsible for the design of hydraulic infrastructure for WTP, associated pipelines and preparation of tender documents.
K1.5. Electrical / Mechanical Engineer	<p>Note: The position of Electrical and Mechanical Engineer can be provided separately. In this case, the mark for the position will be divided by two for each of the CV.</p> <p><u>General qualification:</u> At least bachelor's degree in Electrical Mechanical / Engineering</p> <p><u>General experience:</u> 10 year's working experience</p> <p><u>Specific experience:</u> 5 year's experience in the field of water supply and associated electrical and mechanical works.</p> <p><u>Similar assignments:</u> Experience as E&M engineer on not less than 2 previous projects similar in scale and content to this one.</p> <p><u>Language:</u> Fluent in spoken and written English</p>	The Mechanical/Electrical Engineer will be responsible for the design of electrical/Mechanical equipment and associated parts of tender documents.
K1.6. Civil engineer	<p><u>General qualification:</u> At least bachelor's degree in Civil Engineering.</p> <p><u>General Experience:</u> 10 years working experience</p> <p><u>Specific experience:</u> 5 year's specific experience in water infrastructure and previous experience on geotechnical issues, surveys preparation and design of foundations is required</p> <p><u>Similar assignments:</u> Experience as civil engineer on not less than 2 previous projects similar in scale and content to this one</p>	<p>The Civil Engineer will be responsible for the design of civil works and associated tender documents.</p> <p>The civil engineer will also be responsible for geotechnical issues.</p>

<u>Position</u>	<u>Minimum qualifications and experience</u>	<u>Responsibilities</u>
	<u>Language:</u> Fluent in spoken and written English	
K1.7 NRW Expert	<u>General qualification:</u> At least bachelor's degree in Civil/Water Engineering or other relevant field <u>General experience:</u> Minimum of 15 years working experience <u>Specific experience:</u> 10 year's experience in NRW projects. <u>Similar assignments:</u> Experience as NRW expert on not less than 2 previous projects similar in scale and content to this one. <u>Language:</u> Fluent in spoken and written English	The NRW expert will be responsible for the design of the NRW Pilot project and preparation of tender documents (NRW part).
K1.8 Environmental Specialist	<u>General qualification:</u> At least bachelor's degree in Environmental studies or other relevant discipline. <u>General experience:</u> 10 years working experience <u>Specific experience:</u> 5 year's previous specific experience on preparation and implementation of ESIA for urban infrastructure projects. <u>Similar assignments:</u> Experience as environmental specialist on not less than 2 previous projects similar in scale and content to this one. <u>Language:</u> Fluent in spoken and written English	The environmental specialist will be responsible for all environmental safeguards issues of the project and ESIA report preparation and submission.

Phase 2: Responsibilities and Required Qualifications and Experience of Key Experts

<u>Position</u>	<u>Minimum qualifications and experience</u>	<u>Responsibilities</u>
K1.1. Team Leader/Project Manager	Same requirements as for phase 1	The Project Manager will ensure a smooth transition between design phase and supervision. In addition to the responsibilities in phase 1, the team leader will be responsible for the overall supervision and completion of the WTP infrastructures and NRW pilot project.
K2.1 Chief Resident Engineer (RE)	<u>General qualification:</u> At least bachelor's degree in Civil Engineering or other relevant discipline. <u>General experience:</u> Minimum of 15 years working experience <u>Specific experience:</u> 10 years' experience in the supervision of construction of large water supplies involving WTP	The Chief Resident Engineer will be responsible for the successful achievement of the Consultant's tasks. He/she will manage, organize and coordinate the work of the whole supervision team and will be responsible for reporting and liaison with the Client and other stakeholders. He will be responsible for total quality control and standards during supervision

Position	Minimum qualifications and experience	Responsibilities
	<p><u>Similar assignments:</u> Experience as RE for not less than 2 successfully completed projects similar in scale and content to this one.</p> <p><u>Language:</u> Fluent in spoken and written English</p>	
K2.2. Assistant Resident Engineer – WTP	<p><u>General qualification:</u> At least bachelor’s degree in civil engineering or other relevant discipline.</p> <p><u>General experience:</u> Minimum of 15 years of professional engineering experience</p> <p><u>Specific experience:</u> 10 years as a Resident Engineer or Assistant Resident Engineer on similar assignments (construction of large infrastructures in the water field).</p> <p><u>Similar assignments</u> Experience as Assistant RE on not less than 2 assignments focused on water infrastructures.</p> <p><u>Language:</u> Fluent in spoken and written English</p>	<p>The Assistant Resident Engineer will have the overall responsibility for managing site supervision teams. It is the duty of the Assistant Resident Engineer under the overall control of the Resident Engineer, to supervise construction of the work and to test or order to test and examine any materials to be used or workmanship employed in connection with the works.</p> <p>To ensure that the construction work is accomplished in accordance with the technical specifications and other Contract Documents</p> <p>To check independently all quantity measurements and calculations required for payment purposes and ensure that all measurements and calculations are carried out in a manner and at the frequencies specified in the contract documents; To identify construction problems and delays and recommend to the Team Leader appropriate remedial actions</p> <p>In consultation with the Team Leader, to interpret and apply various legal provisions of the contract documents, in particular with respect to claims from the Contractor</p> <p>To prepare detailed recommendations to the Team Leader for contract change orders and addenda, as necessary other information which may at a later date be of assistance</p> <p>To verify, and if necessary, order correction of the as-built drawings supplied by the Contractor</p> <p>To assist the Team Leader with the execution of the handover by the Contractor to the Employer of each Contract, in particular by preparing lists of deficiencies which need to be corrected, and assisting with monitoring of the performance of the works during the Defects Liability period.</p>

Position	Minimum qualifications and experience	Responsibilities
K2.3. Assistant Resident Engineer Networks and NRW	<p><u>General qualification:</u> At least bachelor’s degree in civil engineering or other relevant discipline</p> <p><u>General experience:</u> Minimum of 15 years of professional engineering experience</p> <p><u>Specific experience:</u> 10 years as a Resident Engineer or Assistant Resident Engineer on similar assignments (construction of large infrastructures in the water field).</p> <p><u>Similar assignments</u> Experience as Assistant RE on not less than 2 assignments focused on water infrastructures.</p> <p><u>Language:</u> Fluent in spoken and written English</p>	<p>The Assistant Resident Engineer will have the overall responsibility for managing site supervision teams. It is the duty of the Assistant Resident Engineer under the overall control of the Resident Engineer, to supervise construction of the work and to test or order to test and examine any materials to be used or workmanship employed in connection with the works.</p> <p>To ensure that the construction work is accomplished in accordance with the technical specifications and other Contract Documents</p> <p>To check independently all quantity measurements and calculations required for payment purposes and ensure that all measurements and calculations are carried out in a manner and at the frequencies specified in the contract documents; To identify construction problems and delays and recommend to the Team Leader appropriate remedial actions</p> <p>In consultation with the Team Leader, to interpret and apply various legal provisions of the contract documents, in particular with respect to claims from the Contractor</p> <p>To prepare detailed recommendations to the Team Leader for contract change orders and addenda, as necessary other information which may at a later date be of assistance</p> <p>To verify, and if necessary, order correction of the as-built drawings supplied by the Contractor</p> <p>To assist the Team Leader with the execution of the handover by the Contractor to the Employer of each Contract, in particular by preparing lists of deficiencies which need to be corrected, and assisting with monitoring of the performance of the works during the Defects Liability period.</p> <p>The NRW reduction strategy, network improvement program will be overall supervised by this position extending technical support and advice where required.</p>

Position	Minimum qualifications and experience	Responsibilities
K2.4. Surveyor	<p>General qualification: At least bachelor's degree in engineering surveying or other relevant discipline.</p> <p>General experience: 10 years working experience</p> <p>Specific experience: 5 years' previous specific experience on preparation and implementation of urban infrastructure.</p> <p>Similar assignments Experience as surveyor on 1 similar assignment (WTP)</p> <p>Language: Fluent in spoken and written English</p>	Ensure all construction works comply with all standards, alignments etc.

Position	Minimum qualifications and experience	Responsibilities
NK2.1 Water Treatment Process Expert	Same requirements as for phase 1 (K.1.3)	Supervise construction of the WTP by ensuring compliance to standards and specification by the contractor.
NK2.2 Hydraulic Expert	Same requirements as for phase 1 (K.1.4)	Supervise construction of the transmission mains and the NRW pilot project by ensuring compliance to standards and specification by the contractor
NK2.3 Non-Revenue water Expert	Same requirements as for phase 1 (K.1.7)	Supervise the activities to be performed by contractor in NRW pilot project by ensuring compliance to standards and specification by the contractor
NK2.4 Civil Engineer	Same requirements as for phase 1 (K.1.6)	Supervise construction of all the civil works by ensuring compliance to standards and specification by the contractor. In addition he/she will ensure compliance to all the conditions of contract and management of works
NK2.5 Electrical / Mechanical Engineer	Same requirements as for phase 1 (K.1.5)	The Mechanical/Electrical Engineer will be responsible for the supervision of installation of electrical/Mechanical equipment.
NK2.6 Environmental Expert	Same requirements as for phase 1 (K.1.8)	Ensure compliance in the implementation of all environmental safeguards (ESIA etc)

NK2.7 Health and safety expert	At least bachelor's degree in civil engineering with 10 years of experience on safety and health quality assurance on large construction projects.	Ensure compliance of contractor procedures and their proper implementation during construction phase.
NK 2.8. Controls and instrumentation expert	Bachelor of Science in Electrical/electronic Engineering or Instrumentation and Controls engineering. At least 15 years' experience in controls for large systems preferably water related infrastructure	Review and approve fabricator and external design drawings, documentation and fabrication sequence. Generate instrumentation specifications, PLC control panel specification/design. Skid electrical and instrument installation specification/design. Control system Factory Acceptance Tests (FAT). Detail the hardware required for plant control systems.
NK 2.9 Procurement Expert	At least Bachelor's degree in Civil / Mechanical Engineering or other relevant discipline. - Master degree in Contract Management will be an added advantage. Experience: Minimum of 15 years working experience. Should have Experience as Procurement & Contract Specialist on carrying out EPC, Design Built and Design Built Operate projects under relevant FIDIC conditions of contract.	The Procurement expert will assist WASA-F to ensure that all correspondences between AFD, WASA-F & the Contractors and all the actions made are in compliance with the relevant contract agreements, stipulations, documents and international standards, on timely manner. Procurement expert will work with WASA-F/PMU for complete contract management of project as per requirement of Bank, contract agreement etc.
NK2.10 Support staffs	As per the Consultant needs	Should include administrative staffs, draftsmen, drivers etc.

NOTE:

“Content” project refers to the nature of the work, which is specified in TOR and for each key expert needed.

“Scale” refers to the size of project: reference provided by the consultant for water pumping station, pipeline, water treatment plant should reach at least 50% capacity of the project.

The Consultant will be expected to maintain a permanent senior representation and to carry out the work substantially in Faisalabad city.

The experience of key experts in South Asia, with the firm and with IFIs will be counted for each expert as per weightage provided in Data Sheet.

8. REPORTING REQUIREMENTS AND SCHEDULE FOR DELIVERABLES

The expected deliverables are listed in the following table for each of the outputs of the project. The Consultant will be required to produce and submit principal reports and documents in the quantities and timing indicated in the table below.

Table 1: Deliverables to be produced by the Consultant for Phase 1

Report	Deliverable	Submission date
R 1	Inception Report	Month 1
R 2	Preliminary design review report	Month 2
R 3	Prequalification documents	Month 3
R 4	Updated and approved ESIA (all components) & Final RAP Reports	Month 3
R 5	Geotechnical Report and topography surveys report	Month 4
R 6	Draft Tender Documents	Month 4
R 7	Final Preliminary Design report and Cost Estimates	Month 5
R 8	Prequalification evaluation report	Month 5
R 9	Final Tender Documents	Month 7
R 10	Tender evaluation reports, bid analysis, including recommendations for contract award	Month 9
R 11	Draft Works Contract	Month 10

For the works supervision part of the assignment, the consultant will be required to produce and submit principal reports and documents in the quantities and timing indicated in the table below.

Table 2: Deliverables to be produced by the Consultant for Phase 2

Report	Deliverable	Submission date
R 12	Report/findings on technology proposed by Contractor in accordance with global best practices and optimal design	Month 12
R 13	Detailed Design Review submitted by contractor	Month 13
R 14	Construction Supervision and Quality Assurance Manuals	Month 14
R 15	Monthly progress reports	10th day of each month
R 16	Quarterly progress reports	10th day of the 1st month of next quarter
R 17	Semi-annual progress reports	15th day of the 1st month of the next half-year
R 18	Format of Daily Supervision Diary, which will be maintained as a detailed daily diary with photographs and documents concerning relevant events and activities	Within 3 weeks of Contract becoming effective
R 19	Minutes of Meetings such as regular progress meetings, routing site meetings, initial and final inspections, handing over of works	2 days after the meeting
R 20	Additional Reports required on any extra items of work	7 days from the date of reporting of requirement for additional reporting

R 21	Reports on any additional items of construction work or quantities arising, including design drawings, quantity measures and cost estimates	28 days from the date of reporting of requirement for additional works or quantities by Contractor
R 22	Payment certificates, agreed Variation Orders	As required under the construction contract
R23	NRW Report	12 months after the completion of NRW related works to allow to measure the effective reduction of non-revenue water.
R 24	Final Completion Report	1 month after completion of consulting assignment

The Consultant shall submit reports/documents initially in draft, in line with the reporting schedule detailed in the table above.

A final version of the report/document shall be prepared after comment by the WASA-F. Many draft reports/documents will require formal Government approvals, which can be protracted. While the Client will make every effort to provide definitive comments on each document within 4 weeks of submission of the draft, this time limit cannot be guaranteed.

After receipt of comments from relevant Government agencies, draft documents shall be amended and finalized. Final versions of all reports and documents shall be submitted within 2 weeks of receipt of all comments.

Paper copies of all reports shall be submitted in English by the Consultant to WASA-F. A CD containing an editable electronic version shall be included in every paper copy of any submitted Final Report. Copyright of the reports belongs to the Consultant. The Consultant shall grant the irrevocable and exclusive right to use these reports to the Client. Reports shall be prepared using commonly used software. All reports shall be prepared in DIN A4 format. Separate volumes in DIN A3 or larger format may be used to contain plans, drawings, photographs, etc. The title of the project and the identification of the specific volume shall be printed on the front cover and the spine of every volume of all Final Documents.

Inception Report

The Consultant shall prepare an Inception Report within four weeks of commencing the assignment. The Inception Report shall define clearly the plan of work and schedule for completing all elements of the contract, provide details of planned staffing, and describe the proposed deliverables. The Inception Report shall be submitted in English.

The report shall include:

- Contract details and the current status of the consultancy contract and sub-contracts;
- A brief description of the Consultant's mobilization activities to date and mobilisation plan;
- Comments on the scope of the consultant's services based on the results of the inception meeting, if necessary pointing out areas of possible difficulties affecting the assignment; a revised and detailed work program for the assignment (including timing of staff inputs).

PART 1

Monthly progress reports

The consultants shall produce and submit brief monthly progress reports to the Client. The reports shall be concise, numerate, clearly present the progress of the various tasks included in part 1.

Issues and problems shall be highlighted and suggestions made for resolving them together with assessment of potential delays and their implications.

PART 2

Monthly reports

The consultants shall produce and submit brief monthly progress reports to the Client. The reports shall be concise, numerate, clearly present physical and financial progress in the form of tables and bar-charts.

Issues and problems shall be highlighted and suggestions made for resolving them together with assessment of potential delays and their implications. It will include all health and safety reports and site notes, discrepancies etc.

Quarterly and Periodic Reports

The Consultant shall prepare a comprehensive report summarizing all activities of the Project at the end of each quarter, and at other times when considered necessary, by the Employer, because of delays in the construction Works or of the occurrence of technical or contractual difficulties.

Such reports shall summarize not only the activities of the Team Leader and Site Supervision Teams, but also the progress of the Contracts, all contract variations, change orders, the status of a Contractor's claim, if any, brief descriptions of the technical and contractual problems being encountered and other relevant information for all the ongoing contracts.

Semi-Annual Reports

The Consultant shall produce draft semi-annual reports containing information to be submitted by the Client to the AFD.

Report on Assessment of NRW and performance indicators

The Consultant will supervise the activities done by the contractor during this period and submit the report incorporating comments/suggestions/improvements in the performance of Contractor to the WASA Faisalabad.

Final Completion Reports

The Consultant shall prepare a comprehensive final Completion Report for each construction contracts which reach a stage of substantial completion during the period of the services. These reports, which must be submitted immediately after the provisional handover of each contract, shall summarize the method of construction, the construction supervision performed, recommendations for future projects of similar nature to be undertaken by the Employer, including the total effect of contract changes, claims or dispute or any other substantive matters having an effect on the amount, cost, and progress of the work.

Movie/Documentary of the Project

A long movie (15 to 20 minutes) and a short movie (from 2 to 3 minutes) showing/revealing all the components during initial/ execution & final stage of the project will be provided by the Consultant (in English and Urdu Language)

9. TIME SCHEDULE

The total duration of Part 1 (technical studies and preparation of designs), including assistance in tendering process, is approximately 10 months.

The total duration of Part 2, excluding defect liability period, is 36 months. The Defect Liability Period will cover 12 months after works completion. While the Client expects implementation of all work simultaneously, some delay might impact this schedule. The Consultant, when preparing his proposal shall then consider the possibility to have project different project implementation periods. In his proposal, the Consultant will propose a time duration and detail schedule for each phase. For each consultant's mission a brief report will be produced keeping in view the objective of mission and requisite requirement.

10. FACILITIES AND SERVICES TO BE PROVIDED BY WASA-F

Office

WASA-F will provide office for phase 1 to the Consultant. For phase 2, the office will be provided by the Contractor. In order to ensure proper coordination for phase 1, weekly meetings with WASA-F will be done.

Previous Reports

The Client will provide the consultant free of charge with access to all available data, information and internal documents relevant to the consulting services. The consultant will undertake to keep secure all documents transferred by the Client. Consultant's facilities and logistics

Logistic

WASA-F will assist the Consultant in obtaining the visas and work permits and in coordination with other departments. WASA-F will assign a sufficient number of technical staff to facilitate field activities.

The Consultant will be expected to provide all vehicles and equipment necessary to carry out the services, including, but not limited to: vehicles, motorcycles, topographical survey equipment, geotechnical survey equipment and vehicles, computers, office equipment and furniture telecommunications systems.

The Consultant shall be responsible for the safety and security of their offices and equipment and shall insure them adequately against losses.

The Consultant will be expected to arrange/provide suitable accommodation and transport for long- and short-term staff.

See the data sheet for indicatives list of reimbursable expenses.

PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII. Conditions of Contract and Contract Forms

CONTRACT FOR CONSULTANT'S SERVICES

Project Name _____

Contract No. _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

Contents

I.	FORM OF CONTRACT.....	84
II.	GENERAL CONDITIONS OF CONTRACT	86
	A. General Provisions	86
	B. Commencement, Completion, Modification and Termination of Contract.....	88
	C. Obligations of the Consultant	91
	D. Consultant's Experts and Sub-Consultants	94
	E. Obligations of the Client.....	96
	F. Payments to the Consultant.....	97
	G. Fairness and Good Faith.....	100
	H. Settlement of Disputes.....	100
	Attachment 1: AFD Policy – Corrupt and Fraudulent Practices – Social and Environmental Responsibility	101
III.	SPECIAL CONDITIONS OF CONTRACT	103
IV.	APPENDICES.....	110
	Appendix A – Terms of Reference	110
	Appendix B – Consultant's Technical Proposal including Methodology and Key Experts ...	110
	Appendix C – Breakdown of Contract Price.....	110
	Appendix D - Form of Advance Payment Guarantee	111

I. FORM OF CONTRACT

[Text in brackets [] is for guidance purpose and should be deleted in the final text]

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

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

WHEREAS

- (a) The Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) The Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) The Client has received [or has applied for] funds from the Agence Française de Développement (the “AFD”) toward the cost of the Services and intends to apply a portion of these funds to eligible payments under this Contract, it being understood that (i) payments by the AFD will be made only at the request of the Client and upon approval by the AFD; (ii) such payments will be subject, in all respects, to the terms and conditions of the agreement between the Client and the AFD providing for the funds, and (iii) no party other than the Client shall derive any rights from the agreement or have any claim to the funds proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 “AFD Policy – Corrupt and Fraudulent Practices – Social and Environmental Responsibility);
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference;
 - Appendix B: Consultant’s Technical Proposal (including methodology and Experts, and the signed Statement of Integrity);
 - Appendix C: Breakdown of the Contract Price(s);
 - Appendix D: Form of Advance Payment Guarantee.

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

I. Form of Contract

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of [Name of Client]

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

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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

II. GENERAL CONDITIONS OF CONTRACT

A. GENERAL PROVISIONS

1. Definitions

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

- (a) “**Applicable law**” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) “**AFD**” means the Agence Française de Développement (AFD).
- (c) “**Client**” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (d) “**Consultant**” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (e) “**Contract**” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (f) “**Day**” means a calendar day unless indicated otherwise.
- (g) “**Effective Date**” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (h) “**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.
- (i) “**Foreign Currency**” means any currency other than the currency of the Client’s country.
- (j) “**GCC**” means these General Conditions of Contract.
- (k) “**Government**” means the government of the Client’s country.
- (l) “**Joint Venture (JV)**” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (m) “**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.

- (n) “**Local Currency**” means the currency of the Client’s country.
- (o) “**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) “**Party**” means the Client or the Consultant, as the case may be, and “**Parties**” means both of them.
- (q) “**SCC**” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (r) “**Services**” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (s) “**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.

2. Relationship between the Parties

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

3. Law Governing Contract

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

4. Language

4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5. Headings

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

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be made in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

7. Location

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Client may approve.

8. Authority of Member in Charge

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the lead member specified in the SCC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
- 10. Corrupt and Fraudulent Practices, and Social and Environmental Responsibility** 10.1. The AFD requires compliance with its policy in regard to corrupt and fraudulent practices, social and environmental responsibility as set forth in **Attachment 1** to the GCC.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

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

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

b. Non Breach of Contract

17.4. 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.

c. Measures to be Taken

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

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

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

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

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

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 and 49.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the

nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

19. Termination

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

a. By the Client

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of a Joint Venture, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Sub-clause GCC 49.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts.

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then the Client is entitled, after giving fourteen (14) days written notice to the Consultant, to terminate the Consultant's employment under the Contract.

b. By the Consultant

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Sub-clause GCC 49.1 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;

- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1;
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

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

d. Cessation of Services

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Sub-clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to the documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) Remuneration for Services satisfactorily performed prior to the effective date of termination, other expenses incurred and, for unit prices (time-based), reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;
- (b) In the case of termination pursuant to paragraphs (d) and (e) of Sub-clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall

always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third parties.

20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. The Consultant shall not subcontract the whole of the Services.

b. Law Applicable to Services

20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable law.

20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when as a matter of law or official regulations, the Client's country prohibits commercial relations with that country.

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

21. Conflict of Interests

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

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

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Sub-clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as Experts and agents of either of them, similarly shall not receive any such additional payment.

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

b. Consultant and Affiliates Not to Engage in Certain Activities

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

or implementation of the project, unless otherwise indicated in the SCC.

c. Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose such situations may lead to the termination of its Contract.

22. Confidentiality

22.1 Except with the prior written approval of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. Liability of the Consultant

23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable law.

24. Insurance to be Taken out by the Consultant

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. Accounting, Inspection and Auditing

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

25.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the AFD and/or persons appointed by the AFD to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the AFD if requested by the AFD. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the AFD's inspection and audit rights provided for under this Sub-clause GCC 25.2 constitute a prohibited practice subject to contract termination.

26. Reporting Obligations

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

27. Proprietary Rights of the Client in Reports and Records

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

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

28. Equipment, Vehicles and Materials

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

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

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts

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

29.2 In case of unit prices (time-based) and if required to comply with the provisions of Sub-clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Sub-clause GCC 41.1.

29.3 In case of unit prices (time-based) and if additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by written agreement between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Sub-clause GCC 41.1, the Parties shall sign a Contract amendment.

- 30. Replacement of Key Experts**
- 30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 30.2 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.
- 31. Approval of Additional Key Experts**
- 31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client a copy of their Curricula Vitae (CVs) for review and approval. If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, the additional Key Experts shall be deemed approved by the Client.
- 31.2 In case of unit price (time-based) contract, the rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.
- 32. Removal of Experts or Sub-consultants**
- 32.1 If the Client 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 Client determines that one of the Consultant's Experts or Sub-consultants have engaged in corrupt or fraudulent practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.
- 32.2 In the event that any of the Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 33. Replacement/ Removal of Experts – Impact on Payments**
- 33.1 In case of unit price (time-based) Contract, except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.
- 33.2 In case of lump-sum Contract, the Consultant shall bear all costs arising out or incidental to any removal and/or replacement of such Experts.
- 34. Working Hours, Overtime, Leave, etc. (time-based contract only)**
- 34.1 Working hours and holidays for Experts are set forth in **Appendix A**. To account for travel time to/from the Client's country, Experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days specified in Appendix A before their arrival in, or after their departure from, the Client's country.

34.2 The Experts shall neither be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix A**, and the Consultant's remuneration shall be deemed to cover these items.

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

E. OBLIGATIONS OF THE CLIENT

35. Assistance and Exemptions

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

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

36. Access to Project Site

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

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

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

37.1 If, after the date of this Contract, there is any change in the Applicable Law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and other expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Sub-clause GCC 41.1

38. Services, Facilities and Property of the Client

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

38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.

39. Counterpart Personnel

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

39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.

39.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

40. Payment Obligation

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

F. PAYMENTS TO THE CONSULTANT

41. Ceiling Amount (time-based) or Contract Price (lump-sum)

41.1 In case of unit price (time-based) Contract, an estimate of the cost of the Services is set forth in **Appendix C** (Contract Price(s)). Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**. For any payments in excess of the ceilings, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

41.2 In case of a lump-sum Contract, the Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

Any change to the Contract price can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

42. Remuneration and Reimbursable Expenses (unit price – time-based only)

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

42.2 All payments shall be at the rates set forth in **Appendix C**.

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

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

43. Taxes and Duties

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

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

44. Currency of Payment

44.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.

45. Mode of Billing and Payment

45.1 Billings and payments in respect of the Services shall be made as follows:

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

(b) The Itemized Invoices (unit price – time-based). As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the

Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or for any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and other expenses (including reimbursable expenses) separately. The Client shall pay the Consultant's invoices within sixty (60) days from the receipt by the Client of such itemized invoices and of the supporting documents. Only the portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized, the Client may add or subtract the difference from any subsequent payments;

- (c) The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated;
- (d) The Final Payment .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Such claim for reimbursement shall be made by the Client within twelve (12) calendar months after receipt by the Client of the final report and the final invoice that the Client has approved in accordance with the above;
- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**;
- (f) With the exception of the final payment under (d) above, payments neither constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

46. Interest on Delayed Payments and Damages

46.1 Interest on delayed payments: If the Client had delayed payments beyond fifteen (15) days after the due date stated in Sub-clause GCC 45.1 (b) or (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

46.2 Damages: If the Consultant fails to comply with the Contract requirements, the Client shall be entitled to apply damages as stated in the SCC. The total amount of the damages shall not exceed 10% of the Contract amount.

G. FAIRNESS AND GOOD FAITH

47. Good Faith

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

H. SETTLEMENT OF DISPUTES

48. Amicable Settlement

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

48.2 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 from receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days from the response of that Party, Sub-clause GCC 49.1 shall apply.

49. Dispute Resolution

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

Attachment 1: AFD Policy – Corrupt and Fraudulent Practices – Social and Environmental Responsibility

1. Corrupt and Fraudulent Practices

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants must observe the highest standard of ethics during the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that (i) “it did not engage in any practice likely to influence the contract award process to the Contracting Authority’s detriment, and that it did not and will not get involved in any anti-competitive practice”, and that (ii) “the procurement process and the performance of the contract did not and shall not give rise to any act of corruption or fraud”.

Suppliers, contractors, subcontractors, consultants or subconsultants permit the AFD to inspect their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by the AFD.

The AFD reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- (a) Reject a proposal for a contract award if it is established that during the selection process the bidder or consultant that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the Contract;
- (b) Declare misprocurement when it is established that, at any time, the Contracting Authority, the suppliers, contractors, subcontractors, consultants or subconsultants their representatives have engaged in acts of corruption, fraud or anti-competitive practices during the procurement process or performance of the contract without the Contracting Authority having taken appropriate action in due time satisfactory to the AFD to remedy the situation, including by failing to inform the AFD at the time they knew of such practices.

The AFD defines, for the purposes of this provision, the terms set forth below as follows:

- (a) Corruption of a Public Officer means:
 - (i) The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such Public Officer to act or refrain from acting in his official capacity; or
 - (ii) The act by which a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such Public Officer to act or refrain from acting in his official capacity.
- (b) A Public Officer shall be construed as meaning:
 - (i) Any person who holds a legislative, executive, administrative or judicial mandate (within the country of the Contracting Authority) regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies;
 - (ii) Any other person who performs a public function, including for a State institution or a

State-owned company, or who provides a public service;

(iii) Any other person defined as a Public Officer by the national laws of the country of the Contracting Authority.

(c) Corruption of a private person means:

(i) The act of promising, offering or giving to any person other than a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or

(ii) The act by which any person other than a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

(d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.

(e) Anti-competitive practices mean:

(i) Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;

(ii) Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it;

(iii) Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

2. Social and Environmental Responsibility

In order to promote sustainable development, the AFD seeks to ensure that internationally recognised environmental and social standards are complied with. Candidates for AFD-financed contracts shall consequently undertake in the Statement of Integrity to:

(a) Comply with and ensure that all their subcontractors or subconsultants comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;

(b) Implement environmental and social risks mitigation measures when specified in the environmental and social management plan (ESMP) provided by the Contracting Authority.

III. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a) and 3.1 Applicable law	The Contract shall be construed in accordance with the law of Islamic Republic of Pakistan
4.1 Language	The language is: English.
6.1 and 6.2 Communications	<p>The addresses are:</p> <p><u>Client</u> : Water And Sanitation Agency Faisalabad.</p> <p>Attention : Project Director French Funded Project (Phase-II)</p> <p>Tel.: + 92 41 921 0058</p> <p>Facsimile + 92 41 921 0054</p> <p>Email: pmuwasafsd@yahoo.com</p> <p><u>Consultant</u> :</p> <p>Attention :</p> <p>Facsimile :</p> <p>E-mail (where permitted) :</p>
8.1 Authority of Member in Charge	<p>[<u>Note</u>: If the Consultant consists only of one entity, state “N/A”; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Sub-clause SCC6.1 should be inserted here.]</p> <p>The Lead Member on behalf of the JV is _____ _____ [insert name of the member]</p>
9.1 Authorized Representatives	<p>The Authorized Representatives are:</p> <p>For the Client: Mr.Project Director FFP(Phase II)</p> <p>For the Consultant: [name, title]_____</p>
11.1 Effectiveness of Contract	The Contract shall come into force at the date of Contract signature. There is no effectiveness condition.
12.1	Not applicable

<p>13.1 Commencement of Services</p>	<p>Commencement of Services: The Services shall start 15 days after the date of contract becomes effective.</p>
<p>14.1 Expiration of Contract</p>	<p>The time period shall be 58 Months.</p>
<p>18.2 Suspension</p>	<p>If it considers that the physical integrity of its personnel, in connection with the performance of the Contract, is seriously and imminently threatened, the Consultant shall have full discretion to decide, without prior notice, to demobilise its personnel from the area where the Contract is performed and/or the dangerous area, and may immediately suspend all or part of the performance of the Contract. The Consultant shall promptly inform the Client. The Consultant shall, within a maximum period of seven (7) days from its decision, provide written proof to the Client that its decision complies with the terms of the first paragraph above. It shall specify the reasons for its decision, the foreseeable consequences for the Contract, the measures proposed to mitigate these consequences and the costs resulting from this suspension and/or demobilisation.</p> <p>If the Client disputes the justification submitted by the Consultant for its decision, it shall give notice of its position, in writing, stating its reasons, within a maximum period of fourteen (14) days.</p> <p>Except in the event of a dispute, the Client shall reimburse, within a reasonable limit, the direct costs resulting from such suspension, demobilisation and/or remobilisation of the personnel, it being agreed that the amount of the reimbursable expenses and the repayment procedures shall be jointly agreed between the Parties.</p> <p>The Consultant shall continue to perform, to the fullest extent possible, its obligations under the Contract and take all reasonable measures to mitigate the consequences of any demobilisation and possible suspension of the services. The Client and the Consultant shall discuss such measures in order to reach an agreement on the adjustments to be made to the continuation of the Services.</p> <p>In the event the Services are resumed, the term thereof shall be extended by an amendment in accordance with Clause 16 above, for a period equivalent to the duration of the suspension.</p> <p>If the suspension period exceeds sixty (60) consecutive days from the date of effective suspension notified by the Consultant, the Contract may be terminated by either Party under Clauses 19.1.1 (d) or 19.1.3 (b). In such case, Clause 19.1.6 (b) shall apply.</p>
<p>20.5 Law Applicable to Services</p>	<p>The Consultant shall not provide services or goods originating from a country subject to an embargo from France, the European Union, or the United Nations.</p>
<p>23.1 Liability of the Consultant</p>	<p>No additional provisions.</p>
<p>24.1 Insurance to be Taken out by the Consultant</p>	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of the total amount of the Contract;</p>

III. Special Conditions of Contract

	<p>(b) Third Party liability insurance in accordance with the Applicable law;</p> <p>(d) Client’s liability and workers’ compensation insurance for the Consultant’s Experts and Sub-consultants in accordance with the relevant provisions of the Applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate.</p>
27.1 Proprietary Rights in Reports and Records	N/A
27.2	The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.”
35.1 (a) through (f) Assistance and Exemptions	Non applicable
35.1(g)	Non applicable
41 Ceiling Amount or Contract Price	<p>The contract is: A lump-sum contract for phase 1 (Detailed designs, bidding documents and assistance in the Tendering process) AND A time-based contract for phase 2 (Construction Supervision, Completion, Commissioning)</p> <p>The Contract price (lump-sum) is: _____ [insert amount and currency for each currency] [indicate: inclusive or exclusive] of local indirect taxes.</p> <p>The Contract price (time-based) is: _____ [insert amount and currency for each currency] [indicate: inclusive or exclusive] of local indirect taxes.</p> <p>The amount of such taxes is _____ [insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.]</p>
42.1 Remuneration and Reimbursable Expenses (not applicable to lump-sum contract)	<p>Time actually spent per month shall be calculated as the number of days actually worked by the expert divided by twenty-two (22) working days. One working day (billable) shall not be less than eight (8) working (billable) hours. The following expenses shall be reimbursed on the basis of the actual cost incurred: [Insert the list of reimbursable expenses in compliance with Form FIN-4 of the Consultant’s Proposal; delete if all other expenses are “lump sum” unit prices]</p>
42.3	Price adjustment on the remuneration applies to the time-base part of the Contract.

Payments for remuneration made in *Foreign and Local Currency* shall be adjusted as follows:

1. Remuneration paid in Foreign Currency on the basis of the rates set forth in **Appendix C** shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:

$$\left\{ R_f = R_{fo} \times \left[0.1 + 0.9 \frac{I_f}{I_{fo}} \right] \right\}$$

Where:

- R_f is the adjusted remuneration,
- R_{fo} is the remuneration payable on the basis of the remuneration rates (**Appendix C**) in Foreign Currency,
- I_f is the official index for salaries in the country of the Foreign Currency for the first month for which the adjustment is supposed to have effect; and
- I_{fo} is the official index for salaries in the country of the Foreign Currency for the month of the date of the Contract.

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

2. Remuneration paid in Local Currency pursuant to the rates set forth in **Appendix C** shall be adjusted every *[insert number]* months, starting from the *[insert ordinal number]* calendar month after the signature date of the Contract, by applying the following formula:

$$\left\{ R_l = R_{lo} \times \left[0.1 + 0.9 \frac{I_l}{I_{lo}} \right] \right\}$$

Where:

- R_l is the adjusted remuneration,
- R_{lo} is the remuneration payable on the basis of the remuneration rates (**Appendix C**) in Local Currency,
- I_l is the official index for salaries in the Client's country for the first month for which the adjustment is to have effect; and
- I_{lo} is the official index for salaries in the Client's country for the month of the date of the Contract.

The Client shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries

	<p>corresponding to I_l and I_o in the adjustment formula for remuneration paid in Local Currency: <i>[Insert the name, source institution, and necessary identifying characteristics of the index for Local Currency].</i></p>
43.1 and 43.2 Taxes and Duties	<p>The Consultant, the Sub-consultants and the Experts shall not be exempt from: <i>local applicable taxes.</i></p>
45.1(a) Mode of Billing and Payment	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) Advance payment:</p> <p>1.1 An advance payment of 20% of the Contract price for Phase 1 (Lump-Sum Contract) or ceiling respectively in foreign currency and in local currency shall be made within 30 days after the Contract signature;</p> <p>1.2 An advance payment of 20% of the Contract price for Phase 2 (Time-based Contract) or ceiling respectively in foreign currency and in local currency shall be made within 30 days after commencement of Phase 2 as notified by the Client</p> <p>(2) The advance bank payment guarantee shall be issued for the same amount and in the same currency(ies) as the advance payment. The bank guarantee shall be released when the advance payment has been fully set off;</p> <p>(3) Repayment of the advance payment:</p> <p>(i) Time-based Contract: The advance payment will be set off by applying an amortization rate of 40% to each installment until the advance payment has been fully set off.</p> <p>(ii) Lump-Sum Contract: The advance payment will be set off by deducting half of the advance payment amount from the first two payments.</p>
45.1(b) (time-based)	<p>The Consultant shall submit to the Client itemized statements every three months</p>
45.1 (c) (lump-sum)	<p>The payment schedule:</p> <p>1st payment: <i>_[insert the amount of the installment, percentage of the total Contract price, and the currency]</i></p> <p>2nd payment: _____</p> <p>Etc.: _____</p> <p>Final Payment: _____</p> <p><i>[Total sum of all installments should amount to the Contract price set up in SCC 41.]</i></p>

<p>45.1(e)</p>	<p>The accounts are: for foreign currency: [insert account]. for local currency: [insert account].</p>
<p>46.1 Interest on Delayed Payments</p>	<p>The interest rate is: To be finalized at contract negotiation stage, if required.</p>
<p>46.2 Damages</p>	<p>200 € per Day for late delivery of each expected Deliverable attached to phase 1 shall be due by the Consultant as Delay Damages.</p>
<p>49. Dispute Resolution</p>	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of the Arbitrator.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> (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>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>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>the International Chamber of Commerce, Paris</i>. (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>the International Chamber of Commerce, Paris</i> to appoint a sole arbitrator for the matter in

	<p>dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>3. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>3. <u>Nationality and Qualifications of the Arbitrator.</u> The sole arbitrator appointed 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 (or of the home country of any of their members or Parties in case of Joint Venture) or of the Client's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none"> (a) The country of constitution of the Consultant or of any of their members or Parties; or (b) The country in which the Consultant's or any of their members' or Parties' principal place of business is located; or (c) The country of nationality of a majority of the Consultant's or of any members' or Parties' shareholders; or (d) The country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	<p>4. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> (a) Proceedings shall, unless otherwise agreed by the Parties, be held in [select a country which is neither the Client's country nor the Consultant's country]; (b) The [type of language] language shall be the official language for all purposes; and (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.

IV. APPENDICES

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) (on the basis of Section 7 of the RFP) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks that require prior approval by the Client.

For time-based contracts, specify: the hours of work for Key Experts; travel time to/ from the Client's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Consultant's work; etc.]

APPENDIX B – CONSULTANT'S TECHNICAL PROPOSAL INCLUDING METHODOLOGY AND KEY EXPERTS

[Insert the Consultant's Technical Proposal and finalized during 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 tables with the Breakdown of the Contract Price(s). The tables shall be based on Forms FIN-2, FIN-3 and FIN-4 of the Consultant's Financial Proposal and shall reflect any changes agreed at the Contract negotiations, if any.

For time-based contract, all reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount. Conditions and allowance for reimbursable expenses to be eligible for payment may be specified here consistently with SCC 42.1]

APPENDIX D - FORM OF ADVANCE PAYMENT GUARANTEE

[See Sub-clauses GCC 45.1 (a) and SCC 45.1(a)]

Bank Guarantee for Advance Payment

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Client]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

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 _____ with you, 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 _____ [amount in figures] (_____) [amount in words] is to be made against an advance payment guarantee.

At the request of the Consultant, we _____ [name of bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] (_____) [amount in words]¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract because the Consultant have 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 copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of _____, 2____,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

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

IV. Appendices

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.