SELECTION OF CONSULTANTS

Request for Proposals
Consulting Services

ISO 9001:2015 Certified

FRIENDLY HIGHWAYS

Procurement of:

Consultancy Services for Development of Digital Project Management System

Project:

PPSF Financed Procurement to Support the Preparation of the Proposed AIIB-Financed Reconstruction of National Highway N-5 under Pakistan's Resilient Recovery, Rehabilitation and Reconstruction Framework Project

AIIB ASIAN INFRASTRUCTURE INVESTMENT BANK

RFP No: CS-06

Consulting Services for: Development of Digital Project Management System

Client: *National Highway Authority (Ministry of Communications) -GOP*

Country: *Pakistan*

Issued on: *13th August, 2026*

National Highway Authority NHA P&CA Govt. of Pakistan

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PART 1

Section I. Request for Proposal Letter



Request for Proposal Letter

Consulting Services

Name of Assignment: Development of Digital Project Management System
RFP Reference No.: CS-06-B
Loan No./Special Fund No.:0913A
Country: Pakistan
Date: 13th August, 2026

(i) M/s BYS Grup Bilişim Sistemleri Danışmanlık Ticaret ve Sanayi A.Ş. In Jv with M/s Asian Consulting Engineer Pvt Limited

(ii) M/s AI Engineers Inc in JV with M/s AI Engineers Pakistan (Private) Limited M/s Sapphire Consulting Services.

1. The **Islamic Republic of Pakistan** (hereinafter called "Recipient") has applied for financing from the **Asian Infrastructure Investment Bank** (the "Bank") in the form of a "Special Fund" (hereinafter called "Special Fund" toward the cost of **PPSF Financed Procurement to Support the Preparation of the Proposed AIIB-Financed Reconstruction of National Highway N-5 under Pakistan's Resilient Recovery, Rehabilitation and Reconstruction Framework Project**. The ***National Highway Authority (Ministry of Communications) -GOP,*** an implementing agency of the Client, intends to apply a portion of the proceeds of this special fund to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the ***National Highway Authority (Ministry of Communications) -GOP*** and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the special fund agreement. The special fund agreement prohibits a withdrawal from the special fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the **Islamic Republic of Pakistan** shall derive any rights from the special fund agreement or have any claims to the proceeds of the special fund.

2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): Consultancy Services for Development of Digital Project Management System. More details on the Services are provided in the Terms of Reference (Section 7).

3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:

No.	Name of Consultant	Country	Nature of Association (Lead, JV Member, Sub-Consultant)

National Highway Authority NHA P&CA Govt. of Pakistan

1	M/s BYS Grup Bilişim Sistemleri Danışmanlık Ticaret ve Sanayi A.Ş. in JV with M/s Asian Consulting Engineer Pvt Limited	Turkey/ Pakistan	a) M/s BYS Grup Bilişim Sistemleri Danışmanlık Ticaret ve Sanayi A.Ş. (Lead Member) b) M/s Asian Consulting Engineer Pvt Limited (JV Member)
2	M/s AI Engineers Inc in JV with M/s AI Engineers Pakistan (Private) Limited and M/s Sapphire Consulting Services.	USA/ Pakistan/ Pakistan	a) M/s AI Engineers Inc (Lead Member) b) M/s AI Engineers Pakistan (Private) Limited (JV Member) c) M/s Sapphire Consulting Services. (JV Member)

4. It is not permissible to transfer this RFP to any other firm, such as Consultant's parent companies, subsidiaries and affiliates. The Client will reject a Proposal if the Consultant (i) transfers this RFP to any other firm or (ii) drops a joint venture (JV) member without the Client's prior consent, which is given only in exceptional circumstances, e.g., when a JV member is sanctioned or has been declared bankrupt or an occurrence of force majeure.

5. A firm will be selected under **Quality and Cost Based Selection (QCBS)** procedures and in a **Full Technical Proposal (FTP)** format as described in this RFP, in accordance with the Bank's Procurement Instructions for Recipients (PIR, July 26, 2024), which can be found at the following website: www.aiib.org

   The RFP includes the following sections:

   Section I – Request for Proposal Letter

   Section II – Instructions to Consultants and Data Sheet

   Section III –Technical Proposal (FTP) - Standard Forms

   Section IV – Financial Proposal - Standard Forms

   Section V – Eligible Countries

   Section VI – Prohibited Practices

   Section VII – Terms of Reference

   Section VIII – Standard Form of Contract (Lump-Sum)

   Section IX – Notification of Intention to Award Form and Beneficial Ownership Disclosure Form

6. Please inform us by ***18th August, 2026***, in writing at *Procurement and Contract Administration Section, 2nd Floor, NHA -HQ, 28-Mauve area, G-9/1 Islamabad*, by e-mail: gmpca.nha@gmail.com, gmpca@nha.gov.pk

   (a) that you have received this Request for Proposals; and

   (b) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section II, Instructions to Consultants (ITC), Data Sheet 14.1.1).



7. Details on the proposal's submission date, time and address are provided in ITC 17.7 and ITC 17.9.

Yours sincerely,

National Highway Authority
Ministry of Communication
Government of Pakistan
General Manager (P&CA)
Address: Procurement and Contract Administration Section, 2nd Floor, NHA -HQ, 28-Mauve area, G-9/1 Islamabad
Tel:+92519032727
Fax:+925160419
Email: gmpca.nha@gmail.com, gmpca@nha.gov.pk
Website: www.nha.gov.pk

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NHA
P&CA
Govt. of Pakistan

Section II. Instructions to Consultants and Data Sheet

Instructions to Consultants

A. General Provisions

Definitions

(a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

(b) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.

(c) "Bank" means the Asian Infrastructure Investment Bank (AIIB).

(d) "Recipient" means the beneficiary of Bank financing for a Project, which is responsible for the procurement of the goods, works and services required for the Project.

(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 and includes all the attached documents listed in its Clause 1 the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC) and the Appendices.

(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 overwrite, the provisions of the ITC.

(i) "Day" means a calendar day, unless otherwise specified as "Business Day." A Business Day is any day that is an official working day of the Recipient. It excludes the Recipient's official public holidays.

(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) "In writing" means communicated in written form (e.g., by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic procurement system used by the Client) with proof of receipt.

(m) "Joint Venture" 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 Joint Venture, and where the members of the Joint Venture are jointly and severally liable to the Client for the performance of the Contract.

(n) "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 curriculum vitae (CV) is taken into account in the technical evaluation of the Consultant's proposal.

(o) "ITC" (this Section II of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.

(p) "Non-Key Expert" 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 CV is 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, based on the SPD - RFP.

(s) "SPD - RFP" means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.

(t) "Services" means the work to be performed by the Consultant pursuant to the Contract.

(u) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.

(v) "Terms of Reference (TOR)" (the Section VII of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed,

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respective responsibilities of the Client and the Consultant and expected results and deliverables of the assignment.

(w) "ESHS" means environmental, social, health and safety.

Introduction

The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.

The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and, ultimately, signing the Contract with the selected Consultant.

The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

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**.

Conflict of Interest

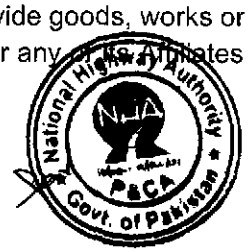
The Consultant is required to provide professional, objective and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.

The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

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

a. Conflicting Activities

(i) **Conflict between consulting activities and procurement of goods, works or non-consulting services.** A firm that has been engaged by the Client to provide goods, works or non-consulting services for a project, or any of its Affiliates



(that directly or indirectly controls, is controlled by, or is under common control with the firm), 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, 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 (that directly or indirectly controls, is controlled by, or is under common control with the firm), 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 Recipient (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing, or any other beneficiary of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

(iv) **Relationship with the Client**. A Consultant cannot be an affiliate of the Client unless it can be demonstrated that there is no a significant degree of common ownership, influence or control between the Client and the Consultant, and that the Consultant would not be placed in a position where its judgement in the execution of the assignment may be biased.

(v) Any other types of conflicting relationships as indicated in the **Data Sheet**.



Unfair Competitive Advantage

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

Prohibited Practices

The Bank requires compliance with the Bank's Policy on Prohibited Practices, as set forth in Section 6.

In further pursuance of this policy, Consultants shall permit and shall cause their agents (whether declared or not), subcontractors, *sub-consultants*, *service providers*, suppliers and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

Eligibility

The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.

Furthermore, it is the Consultant's responsibility to ensure that its Experts, Joint Venture members, Sub-consultants, agents (declared or not), subcontractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the applicable Procurement Instructions.

As an exception to the foregoing ITC 6.1 and ITC 6.2 above:

a. Sanctions

A Consultant that has been sanctioned by the Bank, pursuant to the Bank's Policy on Prohibited Practices as described in Section 6, Prohibited Practices, shall be ineligible to be shortlisted for, submit proposals for or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.



b. Prohibitions

Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

(i) as a matter of law or official regulations, the Recipient's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or

(ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Recipient's Country prohibits any import of goods from that country or any payments to any country, person or entity in that country.

c. Restrictions for State-Owned Enterprises

State-owned enterprises or institutions in the Recipient's country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are carrying out or are established for a business purpose, and are operating on a commercial basis; (ii) are financially and managerially autonomous; (iii) are not controlled by the government on day-to-day management and (iv) are not under the supervision of the Client or its procuring agency.

d. Restrictions for Public Employees

Government officials and civil servants of the Recipient's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:

(i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and

(ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations or policies of the Recipient.

e. Recipient Debarment

A firm that is under a sanction of debarment by the Recipient from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Recipient's request, is satisfied that the debarment; (a) relates to fraud or corruption or other prohibited practices and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

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B. Preparation of Proposals

General Considerations

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.

Cost of Preparation of Proposal

The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

Language

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.**

Documents Comprising the Proposal

The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).

The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, *as requested in the* Financial Proposal submission form (Section IV).

Only One Proposal

The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one Proposal, all such proposals shall be disqualified and rejected. However, this does not limit: (a) the inclusion of the same Sub-consultant in more than one Proposal for the same contract; or (b) the ability of one Consultant to be a Sub-consultant in another Proposal for the same contract.



Proposal Validity

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

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.

If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with ITC 5.

a. Extension of Validity Period

The Client will make its best effort to complete the negotiations and award the contract 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.

If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.

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

b. Substitution of Key Experts at Validity Extension

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

If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.



c. Subcontracting The Consultant shall not subcontract the whole of the Services.

Clarification and Amendment of RFP

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:

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.

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

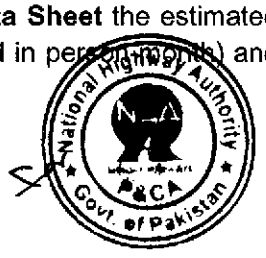
The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

Preparation of Proposals Specific Considerations

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

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

The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-months) and



the Client's estimated total cost of the assignment. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

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

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.

Technical Proposal Format and Content

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

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

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

Financial Proposal

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 assignment, including (a) remuneration for Key Experts and Non-Key Experts (b) reimbursable expenses indicated in the **Data Sheet.**

a. Price Adjustment

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

b. Taxes

The Consultant and its Sub-consultants, and Experts, are responsible for meeting all tax liabilities arising out of the

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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 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 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

Submission, Sealing and Marking of *Proposals*

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

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

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

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

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



between the original and the copies, the original shall prevail.

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

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

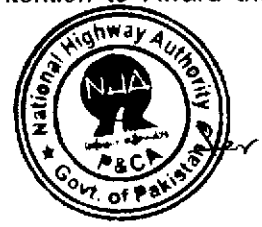
17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant's name and the address,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

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

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

Confidentiality

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



Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.

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

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

Opening of Technical Proposals

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

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

Proposals Evaluation

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

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



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 critical requirements of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

Financial Proposals for QBS

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

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

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

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

(i) Their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score.

(ii) Provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion.

(iii) Their Financial Proposals will be returned unopened after completing the selection process and Contract signing.

(iv) Notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

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



(i) Their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score.

(ii) Provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion.

(iii) Their Financial Proposal will be opened at the public opening of Financial Proposals.

(iv) Notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.3 The opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2, unless otherwise a shorter period is indicated in the **Data Sheet.**

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

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

Correction of Errors

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

a. Time-Based Contracts

24.1.1 If a Time-Based Contract form is included in the RFP, the Client's evaluation committee will (a) correct any



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

b. Lump-Sum Contracts

24.1.2 If a Lump-Sum Contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1), shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.

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**.

Conversion to Single Currency

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

Combined Quality and Cost Evaluation

a. Quality and Cost- Based Selection (QCBS)

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



b. Fixed Budget Selection (FBS)

In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected.

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

c. Least Cost Based Selection

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

D. Negotiations and Award

Negotiations

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.

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

a. Availability of Key Experts

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

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

The negotiations include discussions of the Terms of Reference (TOR), the proposed methodology, the Client's inputs, the special conditions of the Contract and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope



of services under the TOR or the terms of the contract, lest the quality of the final product, its price or the relevance of the initial evaluation be affected.

c. Financial Negotiations

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.

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.

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

Conclusion of Negotiations

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.

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

Standstill Period

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



recognized by the Bank, the Standstill Period shall not apply.

Notification of Intention to Award

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

(a) The name and address of the Consultant with whom the client successfully negotiated a Contract.

(b) The contract price of the successful Proposal.

(c) The names of all Consultants included in the short list, indicating those that submitted Proposals.

(d) Where the selection method requires, the price offered by each Consultant as read out and as evaluated.

(e) The overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant.

(f) The final combined scores and the final ranking of the Consultants.

(g) A statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in item (f) above already reveals the reason.

(h) The expiry date of the Standstill Period.

(i) Instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

Notification of Award

Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall send a Notification of Award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the **Data Sheet**, the Client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

Contract Award Notice

Within ten (10) Business Days from the date of Notification of Award, the Client shall publish the Contract Award Notice, as indicated in the **Data Sheet**, which shall contain, at a minimum, the following information:



(a) Name and address of the Client.

(b) Name and reference number of the contract being awarded, and the selection method used.

(c) Names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated.

(d) Names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor.

(e) Name of the successful consultant, the final total contract price, the contract duration and a summary of its scope.

(f) Successful Consultant's Beneficial Ownership Disclosure Form, if specified in **Data Sheet** ITC 32.1.

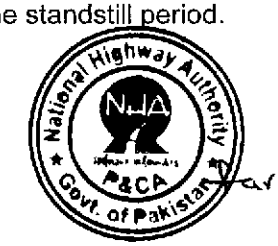
The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette. The Client shall also publish the Contract Award Notice in UNDB online and AIIB website.

Debriefing by the Client

On receipt of the Client's Notification of Intention to Award referred to in ITC 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.

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

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



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

Signing of Contract

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

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

Procurement-Related Complaint

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



Section II. Instructions to Consultants

E. Data Sheet

ITC Reference	A. General
1 (b)	*Islamic Republic of Pakistan*
2.1	**Name of the Client:** National Highway Authority (NHA) **Method of Selection:** Quality and Cost Based Selection (QCBS) as per the Procurement Instructions for Recipients (available on www.aiib.org)
2.2	**Financial Proposal to be submitted together with Technical Proposal:** Yes ✓ No ____ **The name of the assignment is: Consultancy Services for Development of Digital Project Management System (CS-06)**
2.3	**A pre-proposal conference will be held:** Yes ✓ *or* No ___ Date of pre-proposal conference: **21st August, 2026** Time: 1100 hours (local time) Address: Procurement and Contract Administration Section, 2nd Floor, NHA - HQ, 28-Mauve area, G-9/1 Islamabad Tel:+92519032727 Fax:+925160419 Email: gmpca.nha@gmail.com, gmpca@nha.gov.pk Contact person/conference coordinator: ***Farah Tahir*** ***Deputy Director (P&CA)***
2.4	**The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:** *N/A"*
6.3.1	**A list of debarred firms and individuals is available at the Bank's website:** www.aiib.org/debarment
B. Preparation of Proposals	

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9.1	**This RFP has been issued in the English language.** **Proposals shall be submitted in English language.** **All correspondence exchange shall be in English language.**
10.1	**The Proposal shall comprise the following:** **For FULL TECHNICAL PROPOSAL (FTP):** **1st Inner Envelope with the Technical Proposal:** (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 (8) TECH-7 Code of Conduct (ESHS) [***Note to Client: include this for supervision of civil works contracts:*** *The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice. In addition, the Consultant shall submit an outline of how this Code of Conduct will be implemented. The successful Consultant shall be required to implement the agreed Code of Conduct upon contract award.]* AND **2nd Inner Envelope with the Financial Proposal (if applicable):** (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking (if required under Data Sheet 10.2 below)
10.2	**Statement of Undertaking is required** Yes ✓, or No _____
11.1	**Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible.**

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	No
12.1	**Proposals must remain valid for** *180* days after the proposal submission deadline.
13.1	**Clarifications may be requested no later than *15* days prior to the submission deadline.** The contact information for requesting clarifications is: **General Manager (P&CA)** Address: Procurement and Contract Administration Section, 2nd Floor, NHA - HQ, 28-Mauve area, G-9/1 Islamabad Email: gmpca.nha@gmail.com, gmpca@nha.gov.pk
14.1.1	**Shortlisted Consultants may associate with** **(a) non-shortlisted consultant(s):** Yes ✓ *or* No _____ **Or** **(b) other shortlisted Consultants:** Yes _____ *or* No ✓
14.1.2 (do not use for Fixed Budget method)	Estimated Key Experts time-input: to be proposed by the Consultant in accordance with the Terms of Reference.
14.1.3 (use for time-based contracts only)	*"Not applicable".*
15.2	The format of the Technical Proposal to be submitted is: FTP ✓ *or* STP _____. Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	*(1) A per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services.*

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	(2) Cost of travel by the most appropriate means of transport and the most direct practicable route. *(3) Cost of office accommodation, including overheads and back-stop support.* *(4) Communications costs.* *(5) Cost of purchase or rent or freight of any equipment required to be provided by the Consultants.* *(6) Cost of reports production (including printing) and delivery to the Client.* *(7) Other allowances where applicable and provisional or fixed sums (if any).* *(8) other expenses not covered above to comply with TOR.*
16.2	**A price adjustment provision applies to remuneration rates:** Yes _____ *or* No ✓
16.3	**Information on the Consultant's tax obligations in the Client's country can be found** *at Federal Board of Revenue website* " **www.fbr.gov.pk** ". The Consultant shall include following taxes in their financial proposal. A) In case of Foreign Consultants, the total applicable taxes will be 31%, (15% Income Tax and 16% Sale Tax) B) In case of Local Company/Domestic Consultancy Firm, the total applicable taxes will be 20%, (Income tax rate @ 4% and Sale Tax @ 16%)
16.4	**The Financial Proposal shall be stated in the following currencies:** Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies. **The Financial Proposal should state local costs in the Client's country currency (local currency):** Yes ✓ *or* No _____
16.5	**Payment under the Contract shall be made and paid in Pak Rupees.**
C. Submission, Opening and Evaluation	
17.1	**The Consultants "shall not" have the option of submitting their Proposals electronically.**
17.4	**The Consultant must submit:**

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	(a) **Technical Proposal:** one (1) original and three (03) Copies and one scanned copy in pdf on a Flash Drive / CD/ DVD; (b) **Financial Proposal:** one (1) original and one scanned copy in pdf on a Flash Drive / CD/ DVD.
17.7 and 17.9	**The Proposals must be submitted no later than:** **Date:** 14th September, 2026 **Time:** *11:30 local time* **The Proposal submission address is:** Office of General Manager (P&CA), National Highway Authority (HQ), 28-Mauve Area, G-9/1, Islamabad, Pakistan.
19.1	**An online option of the opening of the Technical Proposals is offered:** Yes ____ *or* No__✓___ **The opening shall take place at:** NHA Auditorium Hall, 2nd Floor, NHA -HQ, 28-Mauve area, G-9/1 City: Islamabad Country: Pakistan **Date**: same as the submission deadline indicated in 17.7. **Time:** *11:30 local time*
19.2	**In addition, the following information will be read aloud at the opening of the Technical Proposals** *"N/A"*
21.1 (for FTP)	Criteria, sub-criteria and point system for the evaluation of the Full Technical Proposals: Points (i) Specific experience of the Consultant (as a firm) relevant to the Assignment: **[10]** A firm with international experience (preferably an international firm) with appropriate and sufficient capabilities, resources, and experience to execute the full extent of the scope of services to very high quality. A firm with international experience may act as a lead partner or main consultant to associate with other firms(s) in form of Joint Venture, or main/sub-consultant in order to enhance its qualification, local support, field activities, etc. (02 Points) The Consultant having following demonstrated experience shall be preferred: (06 Points)

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- Software/ databases / web interface development for mega projects
- development of digital project monitoring platform using BIM and GIS,
- digital monitoring of road construction / rehabilitation / improvement projects
- utilization of satellite technology / aerial imaging for project monitoring

• The Consultant shall have proven record of completing similar assignments successfully. The experience of project funded through IFIs shall be preferred. (02 Points)

Total points for criterion (i): **[10]**

(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TOR): **[20]**

The Client will assess whether the proposed methodology is clear, responds to the TOR, the work plan is realistic and implementable, the proposed DPMS architecture, BIM/GIS approach, cybersecurity/access-control approach, data governance, API/integration approach, training, maintenance and handover arrangements are adequate, and the team composition has an appropriate skills mix.

Total points for criterion (ii): **[20]**

(iii) Key Experts qualifications and competence for the Assignment:

Project Manager (20 Points)
Qualification: *Master degree in Civil Engineering or related field with* PMP certification - 100%; Master degree in Civil Engineering or related field without PMP certification - 90%; Bachelor degree in Civil Engineering or related field with PMP certification - 80%; Bachelor degree in Civil Engineering or related field without PMP certification - 70%.
Experience: refer to TOR, Section 18

GIS Specialist (15 Points)

Qualification: Master degree in Space Science/Remote Sensing & GIS/Geo-informatics or related field with relevant GIS certification - 100%; Master degree in Space Science/Remote Sensing & GIS/Geo-informatics or related field without certification - 90%; Bachelor degree in Space Science/Remote Sensing & GIS/Geo-informatics or related field with relevant GIS certification - 80%; in Space Science/Remote Sensing & GIS/Geo-informatics or related field without relevant GIS certification - 70%.

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Experience: refer to TOR, Section 18

BIM Specialist(s) (15 Points)

Qualification: Master degree in Architecture/Engineering or related field with BIM software certification - 100%; Master degree in Architecture/Engineering or related field without BIM software certification - 90%. Bachelor degree in Architecture/Engineering or related field with BIM software certification - 80%; Bachelor degree in Architecture/Engineering or related field without BIM software certification - 70%.

Experience: refer to TOR, Section 18

Software Developer(s) (15 Points)

Qualification: Master degree in Computer Science/Software Engineering with relevant programming certification - 100%; Master degree in Computer Science/Software Engineering without relevant programming certification - 90%. Bachelor degree in Computer Science/Software Engineering with relevant programming certification - 80%; Bachelor degree in Computer Science/Software Engineering without relevant programming certification - 70%.

Experience: refer to TOR, Section 18

Total points for criterion (iii): **[65]**

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

1) General qualifications (general education, training and experience): **10 percent.**

2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): **80 percent.**

3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): **10 percent**.

Total weight: **100 percent**

(iv) Participation by nationals among proposed Key Experts: **[05]**

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	Total points for the four criteria (i) - (iv): **100** The minimum technical score (St) required to pass is **70**. The evaluation criteria, sub-criteria, and point system are also specified in the **Summary** and **Personnel Evaluation Sheets** that are attached to the Data Sheet.
23.3	**Opening of Financial Proposals** The opening date is 07 days (tentatively) from the date of notification of the results of the technical evaluation.
23.4	**An online option of the opening of the Financial Proposals is offered:** Yes ✓ *or* No **The online opening procedure shall be:** Zoom link or ID and Password will be shared to the technically qualified consultants.
23.5	Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals. The technically qualified Consultants who wishes to attend this public opening should contact below address: **General Manager (P&CA)** National Highway Authority Ministry of Communications Government of Pakistan 28-Mauve Area, G-9/1, P. O. Box No. 1205, Islamabad, Pakistan Telephone: +92-51-9032727 E-mail: gmpca.nha@gmail.com, gmpca@nha.gov.pk
25.1	For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
26.1	**The single currency for the conversion of all prices expressed in various currencies into a single one is: Pakistan Rupees**



	The official source of the selling (exchange) rate is: State Bank of Pakistan **The date of the exchange rate is: 28 days prior to submission of proposal**
27.1 **(QCBS only)**	**The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.** **The formula for determining the financial scores (Sf) of all other Proposals is as following:** Sf = 100 x Fm/F, in which "Sf" is the financial score, "Fm" is the lowest price and "F" the price of the proposal under consideration. **The weights given to the Technical (T) and Financial (P) Proposals are:** **T** = 80%, and **P** = 20% Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the above weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T % + Sf x P %
D. Negotiations and Award	
28.1	Expected date and address for contract negotiations: Date: November, 2026 Address: National Highway Authority Ministry of Communications, Government of Pakistan 28-Mauve Area, G-9/1, P. O. Box No. 1205, Islamabad, Pakistan.
32.1	The template for publication of contract award is available on the Bank's website: https://www.aiib.org/en/opportunities/business/project-procurement/ download/Template Contract-Award-Notice Consulting-Services.pdf. The successful Consultant ***shall not*** submit the Beneficial Ownership Disclosure Form.
34.2	Expected date for the commencement of the Services: Date: December, 2026
35.1	The procedures for making a Procurement-Related Complaint are detailed in the Bank's Procurement Instructions for Recipients (July 26, 2024) (Annex



	IV).If a Consultant wishes to make a Procurement-Related Complaint, the Consultant shall submit its complaint following these procedures, in writing (by the quickest means available, such as by email or fax), to: **For the attention:** ***M. Shoaib Dogar*** **Title/position:** ***Chairman (GRC)*** **Client**: *National Highway Authority* **Email address:** ***gmplanningnha@gmail.com*** In summary, a Procurement-Related Complaint may challenge any of the following: 1. The terms of this Request for Proposals. 2. The Client's decision to exclude a Consultant from the procurement process prior to the award of contract. 3. The Client's decision to award the contract.

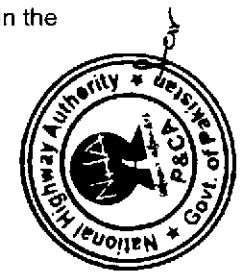


Summary Evaluation Sheet

EVALUATION CRITERIA	Max. Weightage	Firm 1		Firm 2,...	
		Rating	Score	Rating	Score
I. Specific experience of the Consultant (as a firm) relevant to the Assignment	**10**				
II. Approach and Methodology	**20**				
(a) Understanding of Objectives	4				
(b) Adequacy and Quality of Methodology	8				
(c) Work Program	4				
(d) Clarity and Presentation	4				
III. Key Experts	**65**				
Project Manager	20				
GIS Specialist	15				
BIM Specialist(s)	15				
Software Developer(s)	15				
IV. Participation by nationals among proposed Key Experts*	**05**				
TOTAL:	**100**				

Rating: - Excellent - 100%; Very good – 90-99%; Above Average – 80-89%; Average – 70-79%; Below Average – 1-69%; Non-complying - 0%

* Calculated as a ratio of the national Key Experts' time-input (in person-months) to the total number of Key Experts' time-input (in person-months) in the Consultant's Technical Proposal



PERSONNEL EVALUATION SHEET

POSITION / AREA OF EXPERTISE	Name	General qualifications (general education, training and experience) Weightage 10%		Adequacy for the Assignment Weightage 80%				Relevant experience in the region Weightage 10%		OVERALL RATING (Sum of Weighted Ratings)
				(relevant education and training) Weightage 20%		(experience in the sector/similar assignments) Weightage 60%				
(Show all experts to be evaluated)		Percentage Rating	Weighted Rating (A)	Percentage Rating	Weighted Rating (B)	Percentage Rating	Weighted Rating (C)	Percentage Rating	Weighted Rating (D)	(A+B+C+D)
Project Manager										
GIS Specialist										
BIM Specialist(s)										
Software Developer(s)										

Rating: - Excellent - 100% Very good – 90-99% Above Average – 80-89% Average – 70-79% Below Average – 1-69% Non-complying - 0%



Section III. Technical Proposal – Standard Forms

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

CHECKLIST OF REQUIRED FORMS

Required for FTP or STP ✓		FORM	DESCRIPTION	*Page Limit*
FTP	STP			
✓		TECH-1	Technical Proposal Submission Form.	3
If applicable		TECH-1 Attachment	If the Proposal is submitted by a Joint Venture, attach a letter of intent or a copy of an existing agreement.	1 page by each firm
If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each Joint Venture member, and a power of attorney for the representative of the lead member to represent all Joint Venture members	1 page by each partner firm
✓		TECH-2	Consultant's Organization and Experience.	As given below
✓		TECH-2A	A. Consultant's Organization	03
✓		TECH-2B	B. Consultant's Experience	02
✓		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	As given below
✓		TECH-3A	A. On the Terms of Reference	03
✓		TECH-3B	B. On the Counterpart Staff and Facilities	03
✓		TECH-4	Description of the Approach, Methodology and Work Plan for Performing the Assignment	40
✓		TECH-5	Work Schedule and Planning for Deliverables	04
✓		TECH-6	Team Composition, Key Experts Inputs and attached Curriculum Vitae (CV)	08 pages each CV
✓		TECH-7	Code of Conduct (ESHS)	04

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



FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

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

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

{OR

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

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.

(b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 12.1.

(c) We have no conflict of interest in accordance with ITC 3.

(d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank's policy in regard to Prohibited Practices as per ITC 5.



(e) We, along with any of our sub-consultants, subcontractors, suppliers or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed or recognized by the Bank. Further, we are not ineligible under the Client's country laws or official regulations or pursuant to a decision of the United Nations Security Council.

[Note to Client: Only if required in ITC10.2 (Data Sheet 10.2), include the following: In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.*]*

(f) Except as stated in the ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.

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

(h) We acknowledge that the Appendix to the Technical Proposal Submission Form – Covenant of Integrity, form part of this Proposal Submission Form.

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

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

We remain,

Yours sincerely,

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

Full name: *{insert full name of authorized representative}*
Title: *{insert title/position of authorized representative}*
Name of Consultant (company's name or Joint Venture's name):
Capacity: *{insert the person's capacity to sign for the Consultant}*
Address: *{insert the authorized representative's address}*
Phone/fax: *{insert the authorized representative's phone and fax number, if applicable}*
Email: *{insert the authorized representative's email address}*

{The Authorized Representative must be from the Lead Member.}

{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 the Technical Proposal Submission Form

Covenant of Integrity

To: _____ [*insert name of Client*]

We declare and covenant that neither we nor anyone, including any of our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture members, as well as any subcontractors, suppliers, sub-suppliers, concessionaires, consultants or sub-consultants, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Practice (as defined In Section VI – Prohibited Practices) in connection with the procurement process or in the execution or supply of any works, goods or services for [*insert the name of the Contract*] (the "Contract") and covenant to so inform you if any instance of any such Prohibited Practice shall come to the attention of any person in our organization having responsibility for ensuring compliance with this Covenant.

We declare that we have paid, or will pay, the following commissions, gratuities, or fees with respect to the procurement process or execution of the Contract:

Name of Recipient	Address	Reason(s)	Amount

We declare that no affiliate of the Client is participating in our submission in any capacity whatsoever.

We shall, for the duration of the procurement process and, if we are successful in our tender, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

We declare and covenant that, except for the matters disclosed in this Covenant of Integrity:

(i) we, our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture members, where these exist, have not been convicted in any court of any offence involving a Prohibited Practice in connection with any procurement process or provision of works, goods or services during the ten years preceding the date of this Covenant;

(ii) none of our directors, employees, agents or a representatives of a joint venture member, where these exist, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Practice during the ten years preceding the date of this Covenant;

(iii) we, our subsidiaries and affiliates and our directors, employees, agents or joint venture members, where these exist, have not been excluded by any major Multilateral Development Bank or International Financial Institution (including World Bank Group, Asian Infrastructure Investment Bank, Asian Development Bank, African Development Bank Group, European Bank for Reconstruction an

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Development, European Investment Bank or Inter-American Development Bank) from participation in a procurement procedure or entering into a contract with any of such institutions on the grounds of engaging in a Prohibited Practice;

(iv) we, our directors, subsidiaries and affiliates, as well as any subcontractors, or suppliers or affiliates of the subcontracts or supplier are not subject to any sanction imposed by resolution of the United Nations Security Council; and

(v) we further undertake to immediately inform the Client and the Bank if this situation were to occur at a later stage.

If applicable, full disclosure of any convictions, dismissal, resignations, exclusions or other information relevant to Clause (i), (ii), (iii) or (iv) are provided below:

Name of Entity Required to be Disclosed	Reason for Disclosure is Required[1]

We understand that a misrepresentation in relation to or an omission to provide full disclosure of the information as required by this Covenant may result in the rejection of the tender and it may also lead to actions to be taken as set out in accordance with the Bank's Policy and the Directive on Prohibited Practices.

At any time following the submission of our tender, we shall permit, and shall cause our JV members, as well as our directors, employees, agents, Subcontractors and any other third parties engaged or involved for any part of the Contract to permit the Bank and/or persons appointed by them, the right to inspect and copy all accounts, books, records, and other documents (on any media or in any format) relating to the procurement process and execution of the Contract and to have any such accounts, books, records, and documents audited the Bank and by auditors appointed by the Bank. We accept to preserve these records generally in accordance with applicable law but in any case for at least six years from the date of substantial completion of the Contract.

Name:	
In the capacity of:	
Signed:	
Duly authorized to sign for and on behalf of:	
Date:	

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[1] For each matter disclosed, provide details of the measures that were taken, or shall be taken, to ensure that neither the disclosed entity nor any of its directors, employees or agents commits any prohibited conduct in connection with the procurement process for the Contract.

Form TECH-2 **(for Full Technical Proposal Only)**

CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and—in case of a joint venture—of each member for this assignment.

2. Include organizational chart, a list of Board of Directors, and beneficial ownership. *[If required under Data Sheet ITC 32.1, the successful Consultant shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

B – Consultant's Experience

1. List only previous <u>similar</u> assignments successfully completed in the last *[.....]* years.

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



Duration	Assignment name/Brief Description of Main Deliverables/Outputs	Name of Client and Country of Assignment	Approx. Contract Value (in USD equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., "Improvement quality of.....": designed master plan for rationalization of .....;}	{e.g., Ministry of ....., country}	{e.g., USD1 million/USD0.5 million}	{e.g., Lead partner in a Joint Venture 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., USD0.2 million/USD0.2 million}	{e.g., sole Consultant}

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Form TECH-3 (for Full Technical Proposal)

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

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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



Form TECH-4 **(for Full Technical Proposal Only)**

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

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

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

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

a) ***Technical Approach and Methodology.*** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks [***Note to Client: add the following for supervision of civil works contracts:*** including the Environmental, Social, Health and Safety (ESHS) aspects] to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TOR in here.}

b) ***Work Plan.*** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) ***Organization and Staffing.*** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}



Form TECH-5 **(for FTP and STP)**

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

1. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

The Consultant are encouraged to prepare a bar chart using either Primavera or MS Project



Form TECH-6 **(for FTP and STP)**

TEAM COMPOSITION, ASSIGNMENT AND KEY EXPERTS' INPUTS

	Name	Expert's Input (in person/month) per each Deliverable (listed in TECH-5)								Total Time-Input (in Months)		
		Position		D-1	D-2	D-3	.....	D-...		Home	Field	Total
KEY EXPERTS												
K-1	{e.g., Mr. Abbbb}	Team Leader]	*Home]*	month]	0]	0]						
			Field]	.5 m]	5]							
K-2												
K-3												
n												
								Subtotal				
NON-KEY EXPERTS												
N-1			*Home]*									
			Field]									
N-2												
N-3												

n													
									Subtotal				
									Total				

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.

Full time input
Part time input

Note: In addition to above, the Consultant are required to prepare "Staffing Schedule" in a form of a bar chart (Preferably using Primavera or MS Project).



FORM TECH-6
(CONTINUED)

CURRICULUM VITAE

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

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

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

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

Membership in Professional Associations and Publications:

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



Adequacy for the Assignment:

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

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

Certification:

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

{day/month/year}

Name of Expert Signature

Date

{day/month/year}

Name of authorized Signature

Date

Representative of the Consultant

(the same who signs the Proposal)



FORM TECH-7 (FOR FULL TECHNICAL PROPOSAL ONLY)

[Note to Client: include this requirement for supervision of civil works contracts.]

Code of Conduct
Environmental, Social, Health and Safety (ESHS)

The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice as may be more fully described in **the Terms of Reference described in Section 7.**

For this purpose, the Code of Conduct Form provided in Appendix F may be used for reference.

The Consultant shall submit an outline of how the Code of Conduct will be implemented.

NOT APPLICABLE

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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 II.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration, including Appendix A "Financial Negotiations - Breakdown of Remuneration Rates," in the case of QBS method, or CQS method, or SSS method where cost is not an evaluation factor.

FIN-4 Breakdown of Reimbursable Expenses



FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

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

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

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

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

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

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

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}
Title: {insert title/position of authorized representative}
Name of Consultant (company's name or Joint Venture's name):
Capacity: {insert the person's capacity to sign for the Consultant}
Address: {insert the authorized representative's address}
Phone/fax: {insert the authorized representative's phone and fax number, if applicable}
Email: {insert the authorized representative's email address}_____

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



FORM FIN-2
SUMMARY OF COSTS

Item	**Cost**			
	{Consultant must state the proposed Costs in accordance with ITC **16.4 of the Data Sheet**; delete columns which are not used}			
	{Insert Foreign Currency # 1} **US Dollar**	*{Insert Foreign Currency # 2, if used}*	*{Insert Foreign Currency # 3, if used}*	*{Insert Local Currency, if used and/or required (16.4 Data Sheet}* **Pak. Rupees**
Cost of the Financial Proposal		N/A	N/A	
Remuneration – Key Experts		N/A	N/A	
Remuneration – Non-Key Experts		N/A	N/A	
Reimbursable Expenses		N/A	N/A	
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}		N/A	N/A	
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded (Tax rates applicable on services are mentioned in Clause 16.3. of Data Sheet of the RFP).				
(i) {insert type of tax e.g., VAT or sales tax}		N/A	N/A	
(ii) {e.g., income tax on non-resident experts}		N/A	N/A	
(iii) {insert type of tax}		N/A	N/A	
Total Estimate for Indirect Local Tax:		N/A	N/A	

Note: Payments will be made in the Pak. Rupees/ US Dollars.

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FORM FIN-3 BREAKDOWN OF REMUNERATION

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

No.	Name Position (as in TECH-6)	Person-month Remuneration Rate		Time Input in Person/Month (from TECH-6)	*Currency #1- as in FIN-2}* US Dollar	*Currency #2- as in FIN-2}*	*Currency#3- as in FIN-2}*	*Local Currency- as in FIN-2} Pak. Rupees*
KEY EXPERTS								
K-1		*Home*		6		-	-	
	Project Manager	*Field*				-	-	
K-2		*Home*		3		-	-	
	GIS Specialist	*Field*				-	-	
K-3		*Home*		3		-	-	
	BIM Specialist	*Field*				-	-	
K-4		*Home*		3		-	-	
	Software Developer	*Field*				-	-	
Sub-Total Remuneration for Key Experts								
NON-KEY EXPERTS								
N-1	Transportation Engineer	*Home*		9		-	-	
		Field				-	-	
N-2		*Home*		9		-	-	
	Quantity & Estimation Engineer	*Field*				-	-	
N-3		*Home*		3 x 9 =27		-	-	
	GIS Digitizer (03 Nos)	*Field*				-	-	
N-4				6		-	-	
	Surveyor					-	-	
N-5				2 x 9= 18				
	CAD Operator (02 Nos)							



N-6				2 x 9= 18				
	Helper (02 Nos)							
N-7				2 x 9= 18				
	Driver(02 Nos)							
Sub-Total Remuneration for Non-Key Experts						-	-	
Total Remuneration						-	-	



Appendix A:[1] Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.

1.2. If the Request for Proposal (RFP) requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.

1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.

1.4. Rate details are discussed below:

(i) **Salary** is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

(ii) **Bonuses** are normally paid out of profits. To avoid double counting, bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) **Social Charges** are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.

[1]This Appendix A, including the following Sample Form and the Consultant's Representations Regarding Costs and Charges (Model Form I), is only used in the case of QBS method, or CQS method, or SSS method where cost is not an evaluation factor.

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

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

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

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

(v) **Overheads** are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for subcontracted Experts.

(vi) **Profit** is normally based on the sum of the Salary, Social Costs and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.

(vii) **Away from Home Office Allowance or Premium or Subsistence Allowances**. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

NOT APPLICABLE

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Sample Form

Consultant: Country:
Assignment: Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

(a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;

(b) attached are true copies of the latest pay slips of the Experts listed;

(c) the away-from-home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;

(d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

(e) said factors for overhead and social charges do not include any bonuses or other means of profit sharing.

_____
[Name of Consultant]

_____ _____
Signature of Authorized Representative Date

Name: _____

Title: _____

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Consultant's Representations Regarding Costs and Charges
(Model Form I)

(Expressed in {insert name of currency*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/ Year	Social Charges[1]	Overhead[1]	Sub total	Profit[2]	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/ Hour	Proposed Fixed Rate per Working Month/Day/ Hour[1]
Home Office									
Client's Country									

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

1. Expressed as percentage of 1
2. Expressed as percentage of 4



FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

No.	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2} US Dollar	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2} Pak. Rupees
1	Rent for Office Accommodation	{Per month}		9		-	-	
2	Office Utilities Cost	{Per month}		9		-	-	
3	Cost / Rental of furniture/furnishings	{Lump sum}				-	-	
4	Transport Vehicles (Rentals) (02 Nos)	{Per month}		9		-	-	
5	Drafting/ Reproduction of Reports	{Lump sum}				-	-	
6	International Air tickets	Per Travel		8		-	-	
7	Office / Drafting Supplies	{Lump sum}				-	-	
8	Imageries / DEM of Project Area	Per dataset		3		-	-	
9	Per Diem (Foreign)	{Lump sum}				-	-	
10	Per Diem (Locals)	{Lump sum}				-	-	
Total Reimbursable Expenses								

** "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..



Section V. Eligible Countries

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

Under the ITC 6.3.2 (i): "none"

Under the ITC 6.3.2 (ii): "none"



Section VI. Prohibited Practices

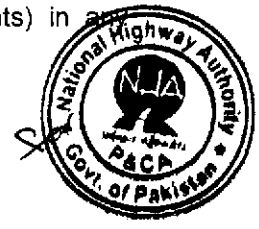
(This Section VI shall not be modified)

1. The Bank requires that the Recipient (and all other beneficiaries of the Bank financing), as well as tenderers, suppliers, contractors, concessionaires and consultants under Bank-financed contracts for the Project, observe the highest standard of transparency and integrity during the procurement, execution and implementation of such contracts.

2. **Definitions**. In pursuance of this policy, the Bank defines the terms set forth below as Prohibited Practices:

   (a) "**Coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of a party to influence improperly the actions of a party.
   (b) "**Collusive practice**" means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
   (c) "**Corrupt practice**" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
   (d) "**Fraudulent practice**" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
   (e) "**Misuse of resources**" means improper use of the Bank's resources, carried out either intentionally or through reckless disregard.
   (f) "**Obstructive practice**" means any of the following practices: (i) deliberately destroying, falsifying, altering or concealing of evidence material to a Bank investigation; (ii) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (iii) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (iv) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (v) materially impeding the exercise of the Bank's contractual rights of audit or inspection or access to information.
   (g) "**Theft**" means the misappropriation of property belonging to another party.

3. Any occurrence, or suspected occurrence, of a Prohibited Practice in the procurement, award or implementation of a Bank-financed contract is dealt with in accordance with the provisions of the Bank's Policy on Prohibited Practices. Suppliers, contractors, service providers and consultants selected pursuant to the provisions of Section II and concessionaires selected pursuant to paragraph 14.3 of the Bank's Procurement Instructions for Recipients, as well as the Recipient, shall fully cooperate with the Bank (or a co-financier undertaking an investigation pursuant to paragraph 6.1 of the Bank's Procurement Instructions for Recipients) in a



investigation into an alleged Prohibited Practice to be carried out pursuant to the Policy on Prohibited Practices, and permit the Bank or its representative (including such co-financier) to inspect such of their accounts and records as may be relevant for such investigation and to have such records and accounts audited by the auditors appointed by the Bank.

4. Provisions to this effect are included in the Legal Agreements and the procurement contracts with such entities.

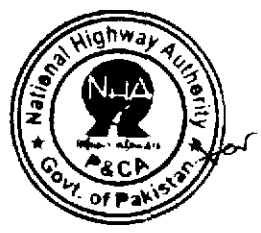
5. If the Project is financed by a sovereign-backed loan, the Bank (or, where relevant, a co-financier having undertaken an investigation pursuant to paragraph 6.1 of the Bank's Procurement Instructions for Recipients):

   (a) may take any of the following additional actions in connection with a Prohibited Practice under the Project:

   (i) reject a proposal for award if it determines that the tenderer recommended for award, or any of its personnel, or its agents, or its sub-consultants, subcontractors, service providers, suppliers or their employees, has, directly or indirectly, engaged in a prohibited practice in competing for the contract in question; and

   (ii) cancel the undisbursed portion of the loan allocated to a contract (and require reimbursement of the disbursed portion of the loan allocated to the contract) if it determines at any time that representatives of the Recipient or of a recipient of any part of the proceeds of the loan engaged in a prohibited practice during the procurement, administration or implementation of the contract in question; and

   (b) requires that a clause be included in tender documents and in contracts financed by the Bank loan, requiring tenderers, suppliers and contractors, and their subcontractors, agents, personnel, consultants, service providers or suppliers, to permit the Bank (and a co-financier undertaking an investigation pursuant to paragraph 6.1 of the Bank's Procurement Instructions for Recipients) to inspect all accounts, records, and other documents relating to the submission of tenders and contract performance, and to have them audited by auditors appointed by the Bank.



Section VII. Terms of Reference



Terms of Reference (TOR)

Consultancy Services for Development of Digital Project Management System

Reconstruction of National Highway N-5 under Pakistan's Resilient Recovery, Rehabilitation and Reconstruction Framework Project

Introduction

1. The National Highway Authority (NHA) of Pakistan is preparing the "Reconstruction of National Highway N-5 under Pakistan's Resilient Recovery, Rehabilitation and Reconstruction Framework Project" to be financed by the Asian Infrastructure Investment Bank (AIIB or the Bank). With the support of the Project Preparation Special Fund (PPSF) grant provided by the AIIB, the NHA intends to engage a consulting firm with the international experience to develop a comprehensive Digital Project Management System (*DPMS*).

Project Description

2. The 1,819 kilometer long North-South National Highway (N-5) is the lifeline of Pakistan's economy. It connects the port city of Karachi in the south to the provincial capital of Peshawar in the northwest and extends all the way to the Afghanistan border. It serves most of the country's large urban centers and economic areas. The N-5 carries about 55 percent of the inter-city traffic and 65 percent of the freight and commercial traffic in Pakistan.

3. Despite its significance and economic importance, the N-5 faces infrastructure deficiencies and other constraints, which reduce the efficiency that a modern road network provides. At the same time, N-5 is extremely vulnerable to climate and climate-related threats as manifested during the 2022 floods. About 100 kilometers of crucial links of the N-5 were severely damaged in these floods, affecting cross-country traffic. In some sections of the N-5, the average daily traffic exceeds 60,000 vehicles, far exceeding the design capacity of the road. The higher-than-design traffic not only deteriorates the pavement quality, but also poses safety risks. As a result, most sections of the road have been assessed below 3 stars (with a 5-star maximum rating of the International Road Assessment Program), posing safety risks to vehicles and occupants.

4. The Project spans four (4) sections of the N-5 highway, covering a total of 210 kilometers, to be implemented in two phases as outlined in Table 1. The construction of Phase 1 is expected to begin in October 2026 and completed by December 2028. The consultant is required to develop the DPMS for road sections as per this TOR for Phase 1A & 1B.

Table 1: Sections of the N-5 Highway included in the Project

No.	Section	Length (km)	Preliminary Phasing
1	Ranipur – Rohri	70	1A
2	Lahore – Gujranwala	68	1B
3	Rawalpindi – Hassanabdal	40	1A
4	Nowshera – Peshawar	32	1A
5	Construction of Nai Baran Bridge	-	1B
Total		**210**	

5. The overall Scope of Project includes the following components, which could be further refined during the Project preparation:

- **Reconstruction of Four (4) Sections of the N-5 Highway and One (1) Bridge**

  This component involves several upgrades, including expanding the existing 4-lane dual carriageway to a 6-lane dual carriageway where necessary, constructing a 7.3-meter-wide service road (or as per the available right of way) in urban areas, and upgrading the road corridor with climate-resilient infrastructure through the addition of cross-drainage structures and other measures. It also includes widening and improving existing bridge structures, rehabilitating deteriorated road sections, and enhancing highway safety through geometric

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improvements, installation of road safety devices, pedestrian crossings, and dedicated U-turns, etc.

- **Project Management Support and Institutional Capacity Development**

  This component will provide support to the PIU of NHA through the hiring of consultants to strengthen the technical capacity for project management, procurement, monitoring, financial management (FM), and environmental and social activities, along with conducting institutional capacity building activities to enhance climate risk response, highway safety, transportation operations and management capabilities.

- **Supervision Consultants**

  This component will finance the Supervision Consultant(s) (SC) required for this Project.

Objective of the Assignment

6. The overall objective of the assignment is to develop and maintain a comprehensive DPMS for the Project. The DPMS will facilitate efficient project documentation, progress monitoring, and e-solutions to enhance project management and execution. The platform shall be able to archive and share the project related documentation and processes among all stakeholders to visualize the project progress and assist in successful project completion.

7. The Consultant is expected to be the lead partner to advise on all technology matters throughout the lifecycle of the Project as dictated by the contracting period. The Consultant will set the standards for any technology deployments within the Project to ensure compatibility with the specific software solutions that it delivers and provide software solutions, as a service, as required by the following detailed requirements.

7.1. The Consultant will provide a DPMS based on Building Information Modeling (BIM) and Geographical Information System (GIS), assisting the NHA to better visualize the Project, and strengthen the management and control of the Project throughout its lifecycle.

7.2. The Consultant will be expected either directly, or through an eco-system of leading technology partners (on written approval of the Client prior to the submission of the Proposal), to evaluate, recommend and oversee the deployment of industry leading solutions that can create a positive return on investment within the project.

7.3. The Consultant will advise on, and set the technology standards for acquisition of all networked hardware/software for all vendor/partners within the project. These standards are to ensure that all data acquisition from any system or device is compatible with the proposed DPMS which will be utilized as the single source of truth for data collection, management, analysis and visualization.

Scope of Services

8. The following describes the requirements and expectations for each key output for this consultancy assignment. The outputs will be produced in line with the overall assignment work plan and schedule of activities that will be formulated by the Consultant. It is expected that various tasks will need to be executed concurrently and this approach shall be considered accordingly in the Technical Proposal. The following outputs shall be considered the minimum requirements expected from the Consultant. The Technical Proposal should demonstrate an expert understanding of the assignment objectives and tasks, including further elaboration on appropriate solutions as necessary.

Task 1: Inception Report

(Maximum 25 pages, excluding annexes and accompanying presentations)

9. In line with the Technical Proposal, specify a detailed methodology/approach and work program to meet the objectives, outcomes, and milestones of this consulting assignment. The final draft Inception Report (also summarized in a PowerPoint presentation) shall be presented in a meeting with AIIB and other stakeholders and finalized as per the feedback received. The Inception Report should, at a minimum, contain the following:

9.1. How critical aspects of these TORs have been interpreted by the Consultant, in line with the Technical Proposal

9.2. Background, aim, objectives, and expected outcomes of the assignment

9.3. Approach and methodology to be adopted for completion of the assignment

9.4. Work plan, detail of proposed activities, detailed timeline (including proposed dates of technical-level meetings to present outputs, and stakeholder workshops), milestones, resources, and support

9.5. Communication plan that provides clear and agreed lines of communication with NHA, AIIB Task Team and other stakeholders

9.6. Expected constraints and risks, and how the Consultant proposes to address and mitigate them

9.7. Team members and their assigned tasks, as well as the expected quality control mechanism for all outputs and deliverables of the consulting assignment.

Task 2: Development of the DPMS Web Dashboard

10. Provide a secure Digital Project Management System to digitalize all data inputs from the various systems/devices and visualize these inputs through a comprehensive project management and control application that utilizes a BIM framework/system in line with international best practices for managing a road construction project.

11. The DPMS should provide functionality and solutions to assist in the management and control of the Project such as:

11.1. An intuitive multi-tier user interface for decision makers, project managers/engineers, and other stakeholders.

11.2. Ability to store all data on the NHA's server environment and provide training and operational handover of the DPMS to the NHA for day-to-day operations.

11.3. Mechanism to integrate the activities of construction supervision consultant's services during execution of project (such as material testing / field testing results, certified executed works, rectifications, etc.)

11.4. Leveraging existing processes, databases and e-solutions developed by NHA

11.5. Project quality management, safety and contract management

11.6. Project cost control, streamline billing processes and maintain financial transparency

11.7. Project Site management capabilities

11.8. Project Environmental Control and Risk Monitoring

11.9. Project Grievance Redress Mechanism (GRM)

12. GIS based Project Monitoring, including followings:

12.1. Obtain high-resolution satellite (≤30 cm resolution) or aerial imagery (≤5 cm resolution) prior to initiation of construction activities at site as baseline and further at regular intervals to monitor the project site. This can be done using drones or satellite services.

12.2. Process the acquired images to extract relevant information using image classification, feature extraction, and change detection.

12.3. Integrate the processed imagery with existing GIS database to calibrate and update the previous surveys.

12.4. Use GIS tools to visualize and analyze the project's progress over time. This can help in identifying delays, deviations from the plan, and areas needing attention.

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12.5. Develop automated reporting systems that generate progress reports based on the analyzed GIS data. These reports can be accessible to stakeholders through web dashboard to keep them informed.

12.6. Develop a mechanism to visualize the physical progress in comparison with financial progress on digital dashboard / platform. The platform shall be capable of providing comprehensive e-solutions to process the payment request enabling actions from all stakeholders (General Contractor, Construction Supervision Consultant, NHA Project staff, NHA Finance Offices and AIIB).

12.7. Facilitate communication with stakeholders by providing them with visual representations of the project's progress and any issues encountered.

12.8. Maintain comprehensive documentation of all imagery, GIS data, and reports for future reference and audits.

12.9. Deliver Mobile and Web based functionality for the Digital Project Management & Control Platform that provides segmented project team access based in specific user requirements.

13. BIM pre-design/design/construction/completion modelling services for the 3 sections included in the Phase 1A of the Project: Ranipur – Rohri, Rawalpindi – Hassanabdal, and Nowshera – Peshawar.

13.1. Develop a detailed digital model of the existing road and the proposed rehabilitation and widening using BIM software. This model should include all physical and functional attributes of the road.

13.2. Facilitate collaboration among all project stakeholders by sharing the BIM model and related data through a Common Data Environment (CDE). Ensure that all parties have access to up-to-date information.

13.3. Integrate the construction process (work plan developed by contractor) using the BIM model, including sequencing of activities, resource allocation, and scheduling. The model should be able to identify potential conflicts and resolve them before construction activities with the help of construction supervision consultant.

13.4. During construction, use BIM and digitization tools to monitor progress, track materials, and ensure quality control. The IoT devices and sensors shall be introduced where deemed appropriate to collect real-time data on construction activities.

13.5. Maintain comprehensive documentation of the project, including design changes, construction progress, laboratory testing and final outcomes. Prepare reports for stakeholders and regulatory bodies.

14. GIS based Project Monitoring, including followings:

14.1. Obtain high-resolution satellite (≤30 cm resolution) or aerial imagery (≤5 cm resolution) prior to initiation of construction activities at site as baseline and further at regular intervals to monitor the project site. This can be done using drones or satellite services.

14.2. Process the acquired images to extract relevant information using image classification, feature extraction, and change detection.

14.3. Integrate the processed imagery with existing GIS database to calibrate and update the previous surveys.

14.4. Use GIS tools to visualize and analyze the project's progress over time. This can help in identifying delays, deviations from the plan, and areas needing attention.

14.5. Develop automated reporting systems that generate progress reports based on the analyzed GIS data. These reports can be accessible to stakeholders through web dashboard to keep them informed.

14.6. Develop a mechanism to visualize the physical progress in comparison with financial progress on digital dashboard / platform. The platform shall be capable of providing comprehensive e-solutions to process the payment request enabling actions from all

stakeholders (General Contractor, Construction Supervision Consultant, NHA Project staff, NHA Finance Offices and AIIB).

14.7. Facilitate communication with stakeholders by providing them with visual representations of the project's progress and any issues encountered.

14.8. Maintain comprehensive documentation of all imagery, GIS data, and reports for future reference and audits.

14.9. Deliver Mobile and Web based functionality for the Digital Project Management & Control Platform that provides segmented project team access based in specific user requirements.

Task 3: Deployment and testing of DPMS Prototype

15. The developed DPMS prototype including database and dashboard incorporating requirements stipulated in Task 2 shall be provided to all stakeholders for testing and data feeding.

15.1. The consultant will integrate attributes of existing databases already developed by NHA related to the Project's Results Monitoring Framework (RMF).

15.2. Gather existing data of the project area, including surveys, maps, previous project documents and topographical data using satellite / aerial imageries using UAV, etc.

15.3. Collect data, to assess the achievement of project objectives for each section of AIIB's Multi Phased Program, during the consultancy period) including but not limited to followings:

a) Resilience – Climate-related traffic disruptions (to be provided by PPSF CS 03 Consultant)
b) Efficiency – Travel time
c) Efficiency – Annual Average Daily Traffic (AADT)
d) Share of N-5 length with iRAP 3+ star rating (to be provided by PPSF CS-04 Consultant)
e) Safety – Road fatalities
f) Safety – Road injuries
g) Length of reconstructed / rehabilitated sections of N-5
h) Climate mitigation measures embedded (to be provided by PPSF CS 03 Consultant)
i) Climate resilience measures embedded (to be provided by PPSF CS 03 Consultant)
j) Safety measures embedded (to be provided by PPSF CS-04 Consultant)
k) Share of female employees
l) Total number of new jobs created

Task 4: Implementation including Maintenance and Training

16. Deployment of fully functional and tested DPMS and its maintenance / up-dation through the remaining consultancy contract duration.

16.1 Development of manual, guidelines and instructions to users of DPMS.

16.2 Training on DPMS functionality and data analytical tools to better facilitate the Clients understanding of all data inputs through the user interface.

16.3 Upgrading of DPMS software with revisions and maintenance fixes and other applicable upgrades during the service period of the contract

16.4 On demand technical support/troubleshooting during the service period of the contract

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Service Period and Deliverables

17. Service Period

The Service Period of the Project shall comprises of two phases, i.e., Development Phase (3 months) and Implementation Phase (6 months) for the 3 sections of the N-5 highway included in the Phase 1A of the Project: Ranipur – Rohri, Rawalpindi – Hassanabdal, and Nowshera – Peshawar. The NHA engineers and staff trained during the project shall continue implementation phase up to completion and final acceptance of the construction project. This service period may be extended further across the operational stages of the project lifecycle depending on the Client's requirements and availability of funds.

18. Schedule of Deliverables

The consultant shall submit all deliverables in English in several stages, including:

Stage 1

The Consultant shall submit a Draft Inception Report to the Client for accomplishment of Task 1, clearly defining interpretation of the TOR, background and objectives, proposed methodology and implementation approach, detailed work plan with Gantt chart, communication plan, risk assessment, team composition, and quality assurance mechanism. The Inception Report shall include:

- System architecture and detailed technical specifications
- Proposed technology stack
- UI/UX design concept for web and mobile applications
- Data standards and governance framework
- API design and integration framework
- Cybersecurity and access control framework

Stage 2

The Consultant shall develop GIS dashboard with digitization of existing road geometric features in vector format overlaid on freshly acquired satellite / aerial imagery as per requirements stipulated in Task 2. The system shall include:

- User authentication and security controls
- Role-Based Access Control (RBAC)
- Basic GIS module (map viewer, layer upload, spatial queries, and attribute querying)
- Administrative dashboard
- Audit logging and user activity tracking

The Consultant shall also provide a quick start guide and initial operational instructions for Client users.

Stage 3

The Consultant shall complete BIM model development for the three N-5 Phase 1A sections (Ranipur–Rohri, Rawalpindi–Hassanabdal, and Nowshera–Peshawar).

The Consultant shall integrate BIM models into the DPMS and establish a Common Data Environment (CDE) for structured data sharing, collaboration, and version control in line with requirements stipulated in Task 2.

Key deliverables shall include:

- Fully developed BIM models for specified project sections
- BIM integration within DPMS and GIS environment
- Establishment of Common Data Environment (CDE)

- Clash detection analysis and resolution workflow
- Clash detection reports and coordination documentation
- Collaboration environment configuration and user access setup

Stage 4

The Consultant shall complete development, integration, and configuration of the full DPMS and deploy it in a staging/UAT environment for comprehensive testing and validation in line with requirements stipulated in Task 3.

The system shall include the following core modules:

- Contract Management – tracking of milestones, variations, obligations, and compliance
- Cost Control and Automated Billing – budget monitoring, cost tracking, and automated invoice generation based on progress
- Safety and Quality Management – incident reporting, inspections, non-conformance reports (NCRs), and corrective actions
- Environmental Monitoring – monitoring of environmental indicators including air quality, water runoff, vegetation loss, and related alerts
- Financial Management and Approval Workflow – multi-level approval processes with full audit trails
- GIS-Based Monitoring – satellite and drone-based change detection, encroachment monitoring, and spatial analysis
- API Framework – integration with external systems including ERP, contractor platforms, BIM systems, and financial applications

The Consultant shall conduct User Acceptance Testing (UAT) jointly with the Client. All issues, including defects, performance issues, missing functionalities, and usability concerns, shall be documented along with corrective actions and resolutions. UAT shall continue until all critical issues are resolved to the satisfaction of the Client.

Stage 5

The Consultant shall ensure stabilization, optimization, and enhancement of the production DPMS in a live operational environment. This stage shall focus on ensuring system reliability, performance optimization, and full operational maturity of all deployed modules, including monitoring and analytics functionalities as per Task 4.

Deliverables shall include:

- Optimization of all DPMS modules and integrations
- Performance tuning of GIS, BIM, database, and API services
- Resolution of issues identified during live operations and UAT closure
- Cybersecurity hardening and validation (including backup and disaster recovery testing)
- Enhancement of dashboards, workflows, alerts, and reporting systems
- Validation of interoperability with external systems (ERP, BIM, contractor, and financial systems)
- Final User Acceptance Testing (UAT) and operational verification with the Client
- Final UAT Completion Report and Issue Resolution Log

Stage completion shall be subject to formal written acceptance by the Client confirming system stability and compliance with requirements.

Upon successful completion of UAT, the Consultant shall deliver comprehensive training and documentation, including:

- User manuals for all user categories



- Technical documentation (installation, configuration, maintenance, troubleshooting, database design, and APIs)
- Video tutorials covering key system workflows and modules
- System administration handover (credentials, server access, backup and recovery procedures, cybersecurity configurations, audit logs, and disaster recovery plan)
- Train-the-trainer and hands-on training sessions for designated Client personnel

Following Client approval, the Consultant shall deploy the system in a controlled production environment and formally declare Go-Live.

Stage 6

The Consultant shall complete full project closure and handover of all system components and project data after completion of all tasks.

Deliverables shall include:

- Final datasets, as-built records, and system logs
- Complete backup files and database exports
- Signed data handover certificate
- Full software delivery package (source code or deployment binaries, container images, versioning documentation, and upgrade roadmap)
- Software maintenance and upgrade roadmap
- Final transition training (minimum 2 days) for Client staff to ensure independent system operation
- The Consultant shall ensure complete transfer of system ownership, documentation, and operational control to the Client.

19. Contract Duration and Mode of Payment

Stage	Timeline for completion from date of Commencement	Payment (% of Contract Amount)
1	0.5 month	10%
2	1.5 months	25%
3	2.5 months	20%
4	3.5 months	15%
5	5.0 months	20%
6	8.0 months	10%

Consultant Qualifications

20. The following requirements are a broad description of the likely expertise needed for this consultancy assignment. The Consultant:

- Shall be a firm with international experience (preferably an international firm) with appropriate and sufficient capabilities, resources, and experience to execute the full extent of the scope of services to very high quality. A firm with international experience may act as a lead partner or main consultant to associate with other firms(s) in form of Joint Venture, or main/sub-consultant in order to enhance its qualification, local support, field activities, etc.
- having following demonstrated experience shall be preferred
  - Software/ databases / web interface development for mega projects
  - development of digital project monitoring platform using BIM and GIS,
  - digital monitoring of road construction / rehabilitation / improvement projects
  - utilization of satellite technology / aerial imaging for project monitoring

- Shall have proven record of completing similar assignments successfully. The experience of project funded through IFIs shall be preferred.

21. The suggested composition of the core team with required qualification and experience is as follows:

21.1. Project Manager

- Master's degree in Civil Engineering or related field with preferred certification of PMP (Project Management Professional).
- Minimum 20 years of post-qualification experience with 5 years of experience in digital management of large-scale infrastructure projects. Preferably having experience of working as Project Manager on 3 projects.
- Proficiency in English Language.
- Proven experience with BIM, GIS and Project Management Software/technologies.

21.2. GIS Specialist

- Minimum Bachelor's degree in Space Science / Remote Sensing & GIS / Geo-informatics preferably Master's degree.
- Knowledge of spatial data analysis, remote sensing and geospatial technologies with proven experience of proficiency in GIS software (e.g., ArcGIS, QGIS) with relevant certification preferably.
- Minimum 15 years of proven experience in GIS data collection, analysis, and management.

21.3. BIM Specialists

- Minimum Bachelor's degree in Architecture / Engineering in related field with certification of BIM Software.
- Experience of BIM Standards and protocols, clash detection and resolution with proven experience of creating and managing BIM models using BIM Software (e.g., Bentley Systems' OpenRoads, Revit, Navisworks, etc.)
- 10 years post qualification experience with proven experience of 3 years in BIM modeling and coordination

21.4. Software Developers

- Minimum Bachelor's degree in Computer Science / Software Engineering with relevant programming certification (e.g., SQL).
- 10 years post qualification experience with proven experience of 3 years in database / web-based application development, cloud computing
- Proficiency / certification in programming languages (e.g., Php, Java script, Python).
- Knowledge of database management and cloud computing.

22. The consultant may propose additional experts in the Technical Proposal as may be needed to fulfill this TOR. The Consultant may mobilize supporting experts and administrative staff, including translators and editors, as necessary to execute the scope of services. The Consultant is encouraged to

- Bring a good mix of relevant international and national expertise;
- Formulate a dedicated project team with the relevant qualification, work experience, communication skills, and project management skills; and
- Engage in diverse team compositions, including a mixture of genders.

Client's Input and Counterpart Personnel

23. Services, facilities and property to be made available to the Consultant by the Client:

- The Client will provide in a timely manner, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal.
- The Client or their agents shall provide necessary infrastructure to offer access to the electronic power and network for any hardware equipment established and used in the Digital Project Management & Control Platform.
- The Client shall provide project related documents including the engineering design drawings and construction organization plans of the 3 sections of the N-5 and the required permissions for usage of drones within the confines of the project area for capture of digital images of the project throughout its lifecycle, insomuch as the Client shall retain the Intellectual Property Rights to any of the aforesaid images.

24. Professional and support counterpart personnel to be assigned by the Client to the Consultant's team:

- The Client shall provide personnel to facilitate the analysis on requirements of project management and control.
- The Client shall provide personnel to the Consultant in support of the implementation of the DPMS and the associated advice from the Consultant.

Technical and Financial Proposal

25. The consultant shall prepare a work plan to complete the four tasks defined in this TOR along with intermittent man-months of specialists / experts and expected support staff in the Technical Proposal and associated costing in Financial Proposal.

Working Conditions

26. The Consultant shall provide safe and efficient working conditions and necessary equipment and tools to its project team working on this assignment. During field work, NHA will provide local guidance and assistance, but the Consultant should be responsible for their own safety and security.

PART 2

Section VIII. Conditions of Contract and Contract Forms



Foreword

1. Part 2 includes two types of standard Contract forms for Consulting Services (a Time-Based Contract and a Lump-Sum Contract) that are based on the contract forms included in the harmonized Request for Proposals (RFP) Master Document for Selection of Consultants prepared by participating Multilateral Development Banks.

2. **Time-Based Contract**. This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise the Consultant and to be involved in the daily execution of the assignment.

3. **Lump-Sum Contract.** This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Client is paramount.

4. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. These standard Contract forms are to be used for complex and/or large value assignments, and/or for contracts identified in the Project Delivery Strategy and the Procurement Plan.



STANDARD FORM OF CONTRACT

Consultant's Services

Lump-Sum



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Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment on Prohibited Practices; the Special Conditions of Contract (SCC); and the Appendices.

2. The General Conditions of Contract, including Attachment on Prohibited Practices, shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not overwrite or otherwise contradict, the General Conditions.



CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name:
PPSF Financed Procurement to Support the Preparation of the Proposed AIIB-Financed Reconstruction of National Highway N-5 under Pakistan's Resilient Recovery, Rehabilitation and Reconstruction Framework Project

[Loan/Special Fund] **No.:** _____

Assignment Title: Development of Digital Project Management System

Contract No.: CS-06

between

[National Highway Authority]

and

[Name of the Consultant]

Dated: _____



I. Form of Contract

LUMP-SUM

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

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

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

WHEREAS

(a) The Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services").

(b) The Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.

(c) The Client has received [*or* has applied for] a loan [*or* Special Fund] from the Asian Infrastructure Investment Bank (hereinafter called the "Bank") toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/special fund] to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/special fund] agreement, including prohibitions of withdrawal from the [loan/special fund] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations and (iii) no party other than the Client shall derive any rights from the [loan/special fund] agreement or have any claim to the [loan/special fund] 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 "Prohibited Practices").
   (b) The Special Conditions of Contract.
   (c) Appendices:

   Appendix A: Terms of Reference
   Appendix B: Key Experts
   Appendix C: Breakdown of Contract Price
   Appendix D: Form of Advance Payments Guarantee

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

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

   (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

   (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

___

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

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

___

[Authorized Representative of the Consultant – name and signature]

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



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

[Name of the lead member]

___

[Authorized Representative on behalf of a Joint Venture]

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



II. General Conditions of Contract

A. General Provisions

1 Definitions

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

(a) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.

(b) "Bank" means the Asian Infrastructure Investment Bank (AIIB).

(c) "Recipient" means the Government, Government agency or other entity that signs the financing agreement with the Bank.

(d) "Client" means the implementing agency that signs the Contract for the Services with the Selected Consultant.

(e) "Consultant" means a legally established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.

(f) "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).

(g) "Day" means a working day unless indicated otherwise.

(h) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

(i) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

(j) "Foreign Currency" means any currency other than the currency of the Client's country.

(k) "GCC" means these General Conditions of Contract.

(l) "Government" means the government of the Client's country.



(m) "Joint Venture" 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 Joint Venture, and where the members of the Joint Venture are jointly and severally liable to the Client for the performance of the Contract.

(n) "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 curriculum vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.

(o) "Local Currency" means the currency of the Client's country.

(p) "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.

(q) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.

(r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not overwritten.

(s) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(t) "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.

(u) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2 Relationship between the Parties

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

3 Law Governing Contract

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



4 Language

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

5 Headings

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

6 Communications

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

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

7 Location

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

8 Authority of Member in Charge

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

9 Authorized Representatives

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC.**

10 Prohibited Practices

10.1 The Bank requires compliance with the Bank's Policy on Prohibited Practices as set forth in Attachment to the GCC.

a. Commissions and Fees

10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party; the amount and currency and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.



B. Commencement, Completion, Modification and Termination of Contract

11 Effectiveness of Contract

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.

12 Termination of Contract for Failure to Become Effective

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13 Commencement of Services

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.

14 Expiration of Contract

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.

15 Entire Agreement

15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16 Modifications or Variations

16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.

17 Force Majeure

a. Definition

17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions,

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strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

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

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

b. No Breach of Contract

17.4. The failure of a Party to 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) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

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(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 44 & 45.

18 Suspension

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

19 Termination

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

a. By the Client

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

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18.

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1.



(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Prohibited Practices, as defined in paragraph 2 of the Attachement 1 to the GCC, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

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

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.

(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

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Clause GCC 25 and to cooperate and assist in any inspection or investigation and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

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

e. Payment upon Termination

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

(a) payment for Services satisfactorily performed prior to the effective date of termination; and

(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

20 General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

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

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such

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approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

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

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

(a) as a matter of law or official regulations, the Recipient's country prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Recipient's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

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

21 Conflict of Interest

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

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

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

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

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b. Consultant and Affiliates Not to Engage in Certain Activities

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

c. Prohibition of Conflicting Activities

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

d. Strict Duty to Disclose Conflicting Activities

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

22 Confidentiality

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

23 Liability of the Consultant

23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be provided by 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 and in such form and detail as will clearly identify relevant time changes and costs.

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25.2 The Consultant shall permit and shall cause its subcontractors and sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the 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 Bank.

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 estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B.**

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 Removal of Experts or Sub-consultants

31.1 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 a Consultant's Expert or Sub-consultant has engaged in Prohibited Practices while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

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

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

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. Obligations of the Client

32 Assistance and Exemptions

32.1 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.

(c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

(d) *Assist the Consultant and the Experts and any* Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.

(e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the 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.

(f) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

33 Access to Project Site

33.1 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.



34 Change in the Applicable Law Related to Taxes and Duties

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1.

35 Services, Facilities and Property of the Client

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

36 Counterpart Personnel

36.1 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.**

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

37 Payment Obligation

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. Payments to the Consultant

38 Contract Price

38.1 The Contract price is fixed and is set forth in the **SCC.** The Contract price breakdown is provided in **Appendix C.**

38.2 Any change to the Contract price specified in Clause GCC 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A.**

39 Taxes and Duties

39.1 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.**

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39.2 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.

40 Currency of Payment

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

41 Mode of Billing and Payment

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

41.2.1 **Advance payment**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

41.2.2 **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.

41.2.3 **Final Payment**. The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any

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necessary corrections, and thereafter the foregoing process shall be repeated.

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

41.2.5 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

42 Interest on Delayed Payments

42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC.**

G. Fairness and Good Faith

43 Good Faith

43.1 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

44 Amicable Settlement

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

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

45 Dispute Resolution

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



II. General Conditions
Attachment

Prohibited Practices
(Text in this Attachment shall not be modified)

1. The Bank requires that the Recipient (and all other beneficiaries of the Bank financing), as well as tenderers, suppliers, contractors, concessionaires and consultants under Bank-financed contracts for the Project, observe the highest standard of transparency and integrity during the procurement, execution and implementation of such contracts.

2. Definitions. In pursuance of this policy, the Bank defines the terms set forth below as Prohibited Practices:

   (a) "**Coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of a party to influence improperly the actions of a party.
   (b) "**Collusive practice**" means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
   (c) "**Corrupt practice**" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
   (d) "**Fraudulent practice**" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
   (e) "**Misuse of resources**" means improper use of the Bank's resources, carried out either intentionally or through reckless disregard.
   (f) "**Obstructive practice**" means any of the following practices: (i) deliberately destroying, falsifying, altering or concealing of evidence material to a Bank investigation; (ii) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (iii) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (iv) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation or (v) materially impeding the exercise of the Bank's contractual rights of audit or inspection or access to information.
   (g) "**Theft**" means the misappropriation of property belonging to another party.

3. Any occurrence, or suspected occurrence, of a Prohibited Practice in the procurement, award or implementation of a Bank-financed contract is dealt with in accordance with the provisions of the Bank's Policy on Prohibited Practices. Suppliers, contractors, service providers and consultants selected pursuant to the provisions of Section II and concessionaires selected pursuant to paragraph 14.3 of

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the Bank's Procurement Instructions for Recipients, as well as the Recipient shall fully cooperate with the Bank (or a cofinancier undertaking an investigation pursuant to paragraph 6.1 of the Bank's Procurement Instructions for Recipients) in any investigation into an alleged Prohibited Practice to be carried out pursuant to the Policy on Prohibited Practices, and permit the Bank or its representative (including such co-financier) to inspect such of their accounts and records as may be relevant for such investigation and to have such records and accounts audited by the auditors appointed by the Bank.

4. Provisions to this effect are included in the Legal Agreements and the procurement contracts with such entities.

5. If the Project is financed by a sovereign-backed loan, the Bank (or, where relevant, a co-financier having undertaken an investigation pursuant to paragraph 6.1 of the Bank's Procurement Instructions for Recipients):

   (a) may take any of the following additional actions in connection with a Prohibited Practice under the Project:

   (i) reject a proposal for award if it determines that the tenderer recommended for award, or any of its personnel, or its agents, or its sub-consultants, subcontractors, service providers, suppliers or their employees, has, directly or indirectly, engaged in a prohibited practice in competing for the contract in question; and

   (ii) cancel the undisbursed portion of the loan allocated to a contract (and require reimbursement of the disbursed portion of the loan allocated to the contract) if it determines at any time that representatives of the Recipient or of a recipient of any part of the proceeds of the loan engaged in a prohibited practice during the procurement, administration or implementation of the contract in question; and

   (b) requires that a clause be included in tender documents and in contracts financed by the Bank loan, requiring tenderers, suppliers and contractors, and their subcontractors, agents, personnel, consultants, service providers or suppliers, to permit the Bank (and a co-financier undertaking an investigation pursuant to paragraph 6.1 of the Bank's Procurement Instructions for Recipients) to inspect all accounts, records, and other documents relating to the submission of tenders and contract performance, and to have them audited by auditors appointed by the Bank.



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)	**The Contract shall be construed in accordance with the law of** Islamic Republic of Pakistan.
4.1	**The language is:** English.
6.1 and 6.2	**The addresses are** *[fill in at negotiations with the selected firm]*: Client: _____ _____ Attention: _____ Facsimile: _____ E-mail (where permitted):_____ Consultant: _____ _____ Attention: _____ Facsimile: _____ E-mail (where permitted):_____
8.1	*[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 Joint Venture member whose address is specified in Clause SCC6.1 should be inserted here.]* **The Lead Member on behalf of the Joint Venture is** _____ _____ *[insert name of the member]*
9.1	**The Authorized Representatives are:** **For the Client:** *[name, title]*_____ **For the Consultant:** *[name, title]*_____
11.1	**The effectiveness conditions are the following**: *the Contract becomes effective after singing of contract and approval of Contract by the Bank*
12.1	**Termination of Contract for Failure to Become Effective:**

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	The time period shall be 120 days.
13.1	**Commencement of Services:** **The number of days shall be 10 days or letter of commencement issued by the client after signing of contract agreement.** Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	**Expiration of Contract:** **The time period shall be** 9 months. The Service Period of the Project shall comprise of two phases, i.e., Development Phase (3 months) and Implementation Phase (6 months) for the 3 sections of the N-5 highway included in the Phase 1A of the Project: Ranipur – Rohri, Rawalpindi – Hassanabdal, and Nowshera – Peshawar. The NHA engineers and staff trained during the project shall continue implementation phase up to completion and final acceptance of the construction project. This service period may be extended further across the operational stages of the project lifecycle depending on the Client's requirements and availability of funds.
23.1	**No additional provisions.**
24.1	**The insurance coverage against the risks shall be as follows:** (a) **Professional liability insurance, with a minimum coverage of** 1.5 times of contract amount; (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of USD 100,000.; (c) Third Party liability insurance, with a minimum coverage of USD 100,000;; (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's

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	property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
26.1	Moreover, along with the hard copies "contractor/ consultant" etc must provide duly certified Soft/ scanned copies of the all the documents prepared/ used/ referred etc during the contract period. The soft/ scanned copies shall be stored in the appropriate storage media like external hard disk in a secure and structured manner. The scanned copies must have proper file names/ titles etc in appropriate folders for quick retrieval. The soft/ scanned copies provided by the contractor/ consultant must have third party certification and traceability
27.2	**The Consultant shall not use these *documents and software* for purposes unrelated to this Contract without the prior written approval of the Client.**
38.1	**The Contract price is: _____** *[insert amount and currency for each currency as applicable] [indicate:* **inclusive** *or* **exclusive***]* **of local indirect taxes.** **Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall** *[insert as appropriate: "***be paid***" or "***reimbursed***"]* **by the Client** *[insert as appropriate:* **"for"** *or* **"to"***]* **the Consultant.** **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.**
39.1 and 39.2	**The Client warrants that** **"The Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts," OR "the Client shall reimburse the Consultant, the Sub-consultants and the Experts"** **Any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:** **(a) Any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services.** **(b) Any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of**

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	carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them. **(c) Any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client.** **(d) Any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:** **(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and** **(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.**
41.2	**Payment will be made in US Dollar and Pakistani Rupees (PKR).** **The payment schedule:**
41.2.1	Not Applicable
41.2.4	**The accounts are:** for foreign currency: *[insert account].* for local currency: *[insert account].*
42.1	**The interest rate is**: *5% annual rate.*

Stage	Timeline for completion from date of Commencement	Payment (% of Contract Amount)
1	0.5 month	10%
2	1.5 months	25%
3	2.5 months	20%
4	3.5 months	15%
5	5.0 months	20%
6	8.0 months	10%



45.1	*[In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.]* **Disputes shall be settled by arbitration in accordance with the following provisions:** 1. **Selection of Arbitrators**. 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: (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 *the Dubai International Arbitration Centre* 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, *Dubai International Arbitration Centre* 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 *Dubai International Arbitration Centre.* (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 *Dubai International Arbitration Centre* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

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	2. **Rules of Procedure.** 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. 3. **Substitute Arbitrators.** 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. 4. **Nationality and Qualifications of Arbitrators.** The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country or of the home country of any of their members or Partiesor of the Government's country. For the purposes of this Clause, "home country" means any of: (a) the country of incorporation 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.
	5. **Miscellaneous**. In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held in *which is neither the Client's country nor the Consultant's country*; (b) the *English* 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.

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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

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

.....

APPENDIX B – KEY EXPERTS

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

.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

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

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

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

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or

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inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract.*"]*



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

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

(Expressed in [insert name of currency])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges[1]	Overhead[1]	Subtotal	Profit[2]	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour[1]
Home Office									
Work in the Client's Country									

1 Expressed as percentage of 1
2 Expressed as percentage of 4

* If more than one currency, add a table

Signature: _____ Date:

Name and Title: _____



APPENDIX D – FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 41.2.1 and SCC 41.2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

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

Beneficiary: _____ *[insert Name and Address of Client]*

Date: _____ *[insert date]*

ADVANCE PAYMENT GUARANTEE No.: _____*[insert number]*_____

We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. _____ *[reference number of the contract]* dated ___*[insert date]*_____ with the Beneficiary, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ *[insert amount in figures]* ( )*[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* ()*[amount in words]*[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

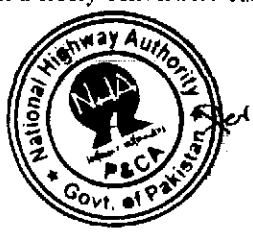
(a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;

(b)has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number _____ at _____ *[name and address of bank].*

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices

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



marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of _____ *[month]*, __ *[year]*,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

_____

[signature(s)]

{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}



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

PART 3

Section IX. Notification of Intention to Award Form and Beneficial Ownership Form



Notification of Intention to Award Form

[This Notification of Intention to Award shall be sent to each Consultant whose Financial Proposal was opened. Send this Notification to the authorized representative of the Consultant].

For the attention of Consultant's authorized representative
Name: *[insert authorized representative's name]*
Address: *[insert authorized representative's address]*
Telephone/Fax numbers: *[insert authorized representative's telephone/fax numbers]*
Email Address: *[insert authorized representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to all Consultants. The Notification must be sent to all Consultants simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: [*email/fax*] on [*date*] (local time)

Notification of Intention to Award
Client: *[insert the name of the Client]*
Contract title: *[insert the name of the contract]*
Country: *[insert country where RFP is issued]*
Loan No. /Special Fund No.: *[insert reference number for loan/credit/grant]*
RFP No: *[insert RFP reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

a) request a debriefing in relation to the evaluation of your Proposal, and/or

b) submit a Procurement-Related Complaint in relation to the decision to award the contract.

1. The successful Consultant

Name:	[*insert name of successful Consultant*]
Address:	[*insert address of the successful Consultant*]
Contract Price:	[*insert contract price of the successful Consultant*]



2. **Shortlisted Consultants** ***[INSTRUCTIONS: insert names of all shortlisted Consultants and indicate which Consultants submitted Proposals. Where the selection method requires it, state the price offered by each Consultant as read out, and as evaluated. Include overall technical scores and scores assigned for each criterion and sub-criterion. Select Full Technical Proposal (FTP) or Simplified Technical Proposal (STP) as applicable.]***

Name of Consultant	**Submitted Proposal**	**[*use for FTP*] Overall Technical Scores**	**[*use for STP*] Overall Technical Scores**	**Financial Proposal Price (if applicable)**	**Evaluated Financial Proposal Price (if applicable)**	**Combined Score and Ranking (if applicable)**
[*insert name*]	[*yes/no*]	**Criterion (i):** [*insert score*] **Criterion (ii):** [*insert score*] **Criterion (iii):** [*insert score*] Sub-criterion a: 1: [*insert score*] 2: [*insert score*] 3: [*insert score*] Sub-criterion b: 1: [*insert score*] 2: [*insert score*] 3: [*insert score*] Sub-criterion c: 1: [*insert score*] 2: [*insert score*] 3: [*insert score*]	**Criterion (i):** [*insert score*] **Criterion (ii):** [*insert score*] Sub-criterion a: [*insert score*] Sub-criterion b: [*insert score*] Sub-criterion c: [*insert score*] **Total Score: [*insert score*]**	[*Proposal price*]	[*Evaluated price*]	**Combined Score:** [*combined score*] **Ranking:** [*ranking*]

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Name of Consultant	**Submitted Proposal**	***[use for FTP]* Overall Technical Scores**	***[use for STP]* Overall Technical Scores**	**Financial Proposal Price (if applicable)**	**Evaluated Financial Proposal Price (if applicable)**	**Combined Score and Ranking (if applicable)**
		Criterion (iv): [*insert score*] **Criterion (v):** [*insert score*] **Total Score: [*insert score*]**				
nsert name]	*es/no*]	**Criterion (i):** [*insert score*] **Criterion (ii):** [*insert score*] **Criterion (iii):** [*insert score*] Sub-criterion a: 1: [*insert score*] 2: [*insert score*] 3: [*insert score*] Sub-criterion b: 1: [*insert score*] 2: [*insert score*] 3: [*insert score*] Sub-criterion c: 1: [*insert score*]	**Criterion (i):** [*insert score*] **Criterion (ii):** [*insert score*] Sub-criterion a: [*insert score*] Sub-criterion b: [*insert score*] Sub-criterion c: [*insert score*] **Total score: [*insert score*]**	[*Proposal price*]	[*Evaluated price*]	**Combined Score:** [*combined score*] **Ranking:** [*ranking*]



Name of Consultant	**Submitted Proposal**	**[*use for FTP*] Overall Technical Scores**	**[*use for STP*] Overall Technical Scores**	**Financial Proposal Price (if applicable)**	**Evaluated Financial Proposal Price (if applicable)**	**Combined Score and Ranking (if applicable)**
		2: [*insert score*] 3: [*insert score*] **Criterion (iv):** [*insert score*] **Criterion (v):** [*insert score*] **Total Score: [*insert score*]**				
nsert name]	*es/no*]	**Criterion (i):** [*insert score*] **Criterion (ii):** [*insert score*] **Criterion (iii):** [*insert score*] Sub-criterion a: 1: [*insert score*] 2: [*insert score*] 3: [*insert score*] Sub-criterion b: 1: [*insert score*] 2: [*insert score*] 3: [*insert score*]	**Criterion (i):** [*insert score*] **Criterion (ii):** [*insert score*] Sub-criterion a: [*insert score*] Sub-criterion b: [*insert score*] Sub-criterion c: [*insert score*] **Total Score: [*insert score*]**	[*Proposal price*]	*evaluated price*]	**ombined Score:** *ombined score*] **anking:** *anking*]



Name of Consultant	Submitted Proposal	[*use for FTP*] Overall Technical Scores	[*use for STP*] Overall Technical Scores	Financial Proposal Price (if applicable)	Evaluated Financial Proposal Price (if applicable)	Combined Score and Ranking (if applicable)
		Sub-criterion c: 1: [*insert score*] 2: [*insert score*] 3: [*insert score*] **Criterion (iv):** [*insert score*] **Criterion (v):** [*insert score*] **Total Score: [*insert score*]**				
nsert name]						



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

[INSTRUCTIONS; State the reason/s why <u>this</u> Consultant's Proposal was unsuccessful. Do NOT include: (a) a point-by-point comparison with another Consultant's Proposal or (b) information that is marked confidential by the Consultant in its Proposal.]

4. How to request a debriefing [*This applies only if your proposal was unsuccessful as stated under point (3) above*]

DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).

You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:

Attention: [*insert full name of person, if applicable*]

Title/Position: [*insert title/position*]

Agency: [*insert name of Client*]

Email address: [*insert email address*]

Fax number: [*insert fax number*] ***delete if not used***

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

DEADLINE: The deadline for submitting a Procurement-Related Complaint challenging the decision to award the contract expires on midnight, [*insert date*] (local time).



Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-Related Complaint as follows:

Attention: [*insert full name of person, if applicable*]

Title/Position: [*insert title/position*]

Agency: [*insert name of Client*]

Email address: [*insert email address*]

Fax number: [*insert fax number*] ***delete if not used***

To this point in the procurement process, you may submit a Procurement-Related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing *before making* this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

For more information see the Procurement Instructions for Recipients (Annex IV, Complaint Monitoring).

6. Standstill Period

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

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section IV above.

If you have any questions regarding this Notification, please do not hesitate to contact us.

For and on behalf of the Client:

Signature:

_____

Name:

_____

Title/Position:

_____

Telephone:

_____

Email:

_____



Beneficial Ownership Disclosure Form

INSTRUCTIONS TO CONSULTANTS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Consultant. In case of joint venture, the Consultant must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

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

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

Request for Proposal Reference No.: [*insert identification no*]
Name of the Assignment: *[insert name of the assignment]*

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

In response to your notification of award dated *[insert date of notification of award]* to furnish additional information on beneficial ownership,

[select one option as applicable and delete the options that are not applicable]

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

Details of beneficial ownership

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

NOT APPLICABLE

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nationality, country of residence]			

OR

(ii) *we declare that there is no Beneficial Owner meeting one or more of the following conditions:*

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

OR

(iii) we declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]

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

NOT APPLICABLE

Name of the Consultant:* [*insert complete name of the Consultant*] _____

Name of the person duly authorized to sign the Proposal on behalf of the Consultant:** [*insert complete name of person duly authorized to sign the Proposal*]

Title of the person signing the Proposal: [*insert complete title of the person signing the Proposal*]

Signature of the person named above: [*insert signature of person whose name and capacity are shown above*]

Date signed [*insert date of signing*] **day of** [*insert month*], [*insert year*]

* In the case of the Proposal submitted by a Joint Venture, specify the name of the Joint Venture as Consultant. In the event that the Consultant is a joint venture, each reference to "Consultant" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the Proposal shall have the power of attorney given by the Consultant. The power of attorney shall be attached with the Proposal Schedules.

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