

TIME-BASED FORM OF CONTRACT

STANDARD FORM OF CONTRACT

Consultant's Services

Time-Based



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CONTRACT FOR CONSULTANT'S SERVICES
Time-Based

Project Name: Punjab Cities Program

Credit No. 6243-PK

Contract No. RFP No: PK-PMDFC-242289-CS-CQS

**"Hiring of Engineering Firms for Detailed Design of Infrastructure
Sub-Projects (Parking Sheds, Parks, Roads, Chowks, etc.) and
Resident Supervision in 16 Cities of Punjab"**

between

**Punjab Municipal Development Fund Company
Govt of the Punjab, Lahore, Pakistan**

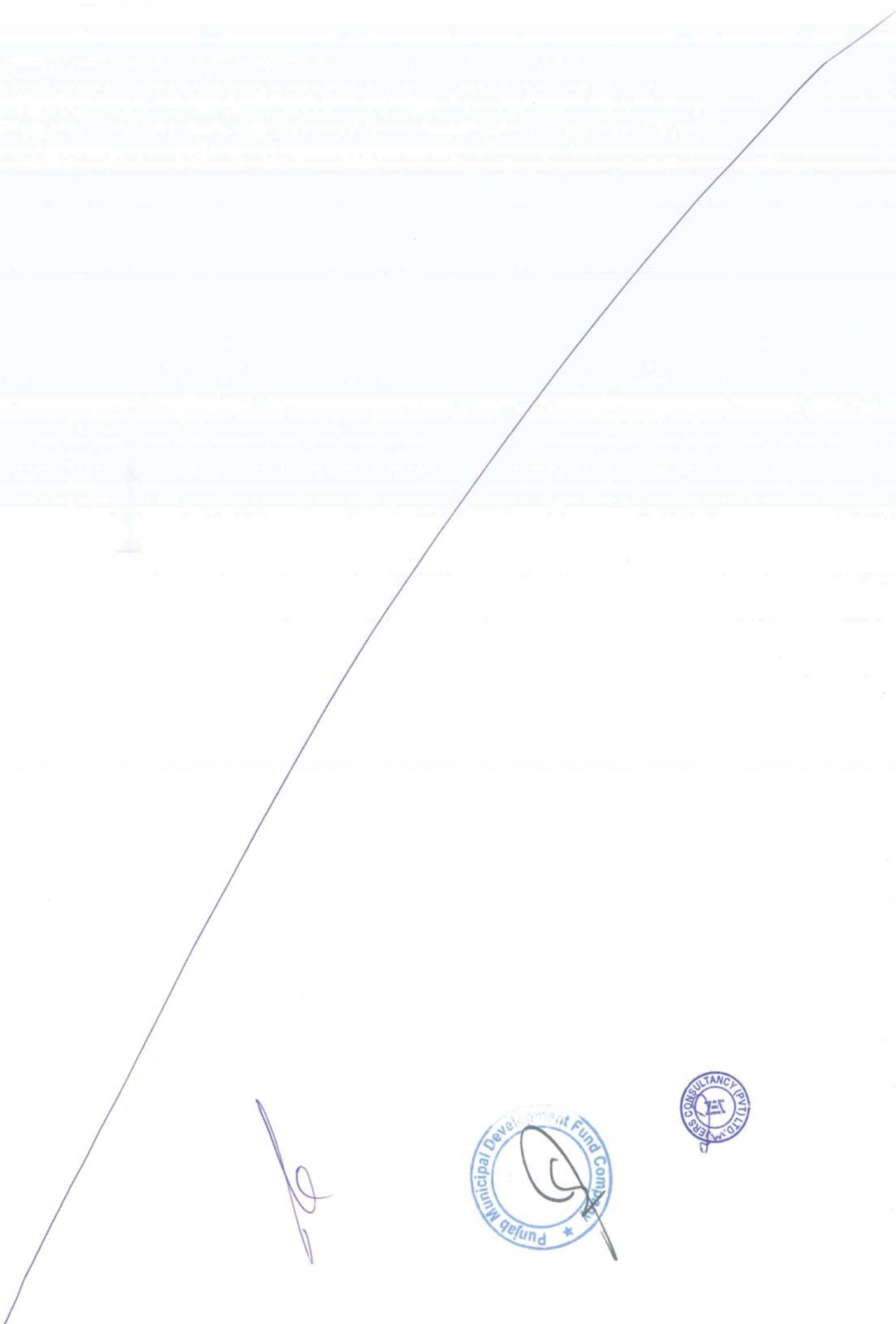
[Client]

and

Jers Consultancy (Pvt) Ltd.
Lahore, Pakistan
[Consultant]

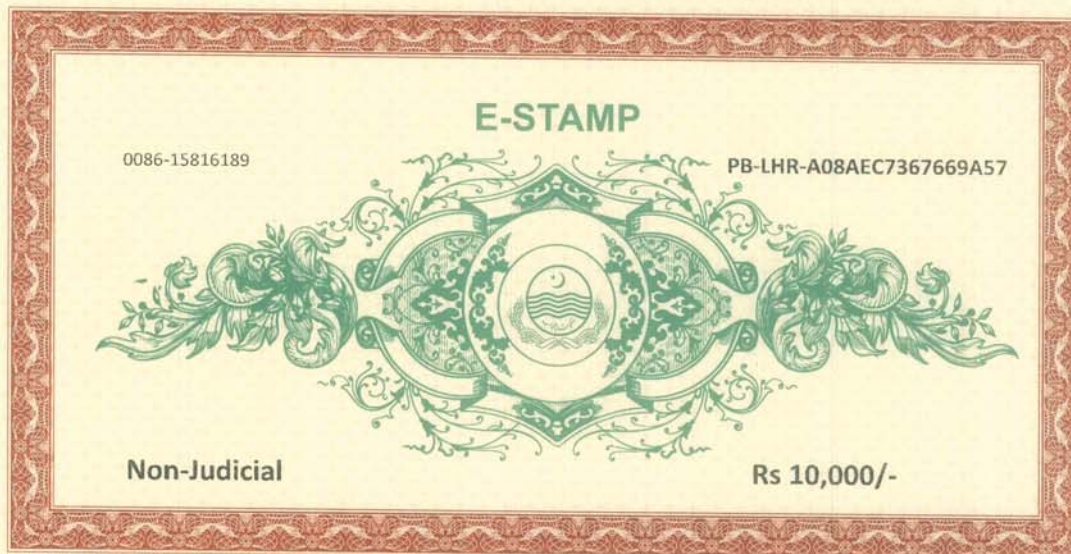
Dated: January 2022





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Description	: CONTRACT - 22A(a)(v)
First Party	: Jers Consultancy Private Limited [35202-4484331-3]
Second Party	: Punjab Municipal Development Fund Company [33100-7221888-3]
Agent	: Junaid Ali [35202-3162306-7]
Stamp Duty Paid by	: Jers Consultancy Private Limited [35202-4484331-3]
Issue Date	: 27-Jan-2022, 12:01:32 PM
Paid Through Challan	: 2022CD74C6D33A61
Amount in Words	: Ten Thousand Rupees Only

Please Write Below This Line

I. Form of Contract

TIME-BASED

This CONTRACT (hereinafter called the "Contract") is made the 28th day of the month of January, 2022, between, on the one hand, **Punjab Municipal Development Fund Company** (hereinafter called the "Client") and, on the other hand, **Jers Consultancy (Pvt) Ltd.** (hereinafter called the "Consultant") for the project "**Hiring of Engineering Firms for Detailed Design of Infrastructure Sub-Projects (Parking Sheds, Parks, Roads, Chowks, etc.) and Resident Supervision in 16 Cities of Punjab**".

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 has received a credit from the International Development Association (IDA) toward the cost of the Services and intends to apply a portion of the proceeds of this credit 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 financing agreement, including prohibitions of withdrawal from the credit account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by 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 financing agreement or have any claim to the credit proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract (including Attachment 1 "Fraud and Corruption";
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Reimbursables Cost Estimates

Appendix E: Form of Advance Payments Guarantee

Appendix F: Code of Conduct (ES)

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

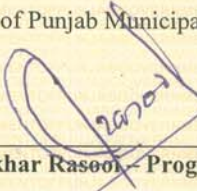
In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E; Appendix F; and Appendix G. Any reference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

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

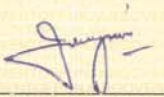
- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of Punjab Municipal Development Fund Company (Client)


Muhammad Iftikhar Rasool – Program Director/Managing Director

For and on behalf of Jers Consultancy (Pvt) Ltd (Consultant)


Imran Yasin Sheikh – Chief Executive

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

- (a) **"Applicable Law"** means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) **"Bank"** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (c) **"Borrower"** means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (d) **"Client"** means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (e) **"Client's Personnel"** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client's obligations under the Contract; and any other personnel identified as Client's Personnel, by a notice from the Client to the Consultant.
- (f) **"Consultant"** means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (g) **"Contract"** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (h) **"Contractor"** means the person named as contractor in the contract to be supervised by the Consultant.
- (i) **"Contractor's Personnel"** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant.
- (j) **"Day"** means a working day unless indicated otherwise.



- (k) **“ES”** means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)).
- (l) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (m) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (n) **“Foreign Currency”** means any currency other than the currency of the Client’s country.
- (o) **“GCC”** means these General Conditions of Contract.
- (p) **“Government”** means the government of the Client’s country.
- (q) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (r) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (s) **“Local Currency”** means the currency of the Client’s country.
- (t) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (u) **“Party”** means the Client or the Consultant, as the case may be, and **“Parties”** means both of them.
- (v) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (w) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (x) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;



Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

- (y) **"Sexual Harassment" "(SH)"** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, Contractor's or Client's Personnel.
- (z) **"Site"** means the land and other places where works are to be executed and/or facilities to be installed, and such other land or places as may be specified in the Contractor's contract as forming part of the Site.
- (aa) **"Sub-consultants"** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (bb) **"Third Party"** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

- 2. **Relationship between the Parties**
 - 2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 3. **Law Governing Contract**
 - 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 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.



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

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- | | |
|---|---|
| 11. Effectiveness of Contract | 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met. |
| 12. Termination of Contract for Failure to Become Effective | 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC , either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |



- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
- 17. Force Majeure**
- a. Definition**
- 17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.



b. No Breach of Contract 17.4. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

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

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

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

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

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

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

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

18. Suspension

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



failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

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

a. By the Client

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 58.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

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

b. By the Consultant

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case



of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

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

c. Cessation of Rights and Obligations

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

d. Cessation of Services

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



**e. Payment
upon
Termination**

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

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause GCC 50;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

**a. Standard of
Performance**

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

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

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Submission by the Consultant for the Client's approval, for addition of any Sub-consultant not named in the Contract, shall also include the Sub-consultant's declaration in accordance with Appendix G- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law
Applicable to
Services**

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable



steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

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

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

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

21. Conflict of Interest

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

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

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 49 through 54) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

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

**b. Consultant
and Affiliates
Not to Engage**

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



- in Certain Activities** and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- c. Prohibition of Conflicting Activities** 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality** 22.1. Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant** 23.1. Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
- 24. Insurance to be taken out by the Consultant** 24.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing** 25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.



25.2. Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant's and its subcontractors' and subconsultants' attention is drawn to Clause GCC 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**26. Reporting
Obligations**

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

**27. Proprietary Rights
of the Client in
Reports and
Records**

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

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

**28. Equipment,
Vehicles and
Materials**

28.1. Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property



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

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

29. Health and Safety 29.1. The Consultant shall:

- (a) comply with all applicable health and safety regulations and Laws;
- (b) comply with all applicable health and safety obligations specified in the Contract;
- (c) provide or cause to be provided health and safety training of Experts as appropriate and maintain training records;
- (d) put in place workplace processes for Experts to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health;
- (e) Experts who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Experts shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;
- (f) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.

30. Code of Conduct 30.1. The Consultant shall have a Code of Conduct for the Experts.

The Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Experts and



seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Consultant shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Experts, Contractor's Personnel, Client's Personnel and the local community.

31. Forced Labor

31.1. The Consultant, including its Subconsultants, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

32. Child Labor

32.1. The Consultant, including its Subconsultants, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Consultant, including its Subconsultants, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Consultant, including its Subconsultants, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Client. The Consultant shall be subject to regular monitoring by the Client that includes monitoring of health, working conditions and hours of work.

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



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

**33. Workers'
Organizations**

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

**34. Non-
Discrimination and
Equal Opportunity**

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

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed



discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 33).

35. Experts Grievance Mechanism

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

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

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

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

36. Training of Experts

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

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

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

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D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

- 37. Description of Key Experts**
- 37.1. The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.
- 37.2. If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 49.2.
- 37.3. If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 49.2, the Parties shall sign a Contract amendment.
- 38. Replacement of Key Experts**
- 38.1. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 38.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, meet eligibility requirements, and at the same rate of remuneration.
- 39. Approval of Additional Key Experts**
- 39.1. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.
- The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.



40. Removal of Experts or Sub-consultants

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

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

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

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

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

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

**41. Replacement/
Removal of Experts
– Impact on
Payments**

41.1. Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

**42. Working Hours,
Overtime, Leave,
etc.**

42.1. Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Appendix B**.



- 42.2. The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.
- 42.3. Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. OBLIGATIONS OF THE CLIENT

43. Assistance and Exemptions

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



amounts as may be earned therein by the Experts in the execution of the Services.

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

44. Access to Project Site

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

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

45.1. If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 49.2.

46. Services, Facilities and Property of the Client

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

46.2. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 49.3.

47. Counterpart Personnel

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

47.2. If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client



and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 49.3.

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

**48. Payment
Obligation**

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

F. PAYMENTS TO THE CONSULTANT

49. Ceiling Amount

49.1. An estimate of the cost of the Services is set forth in **Appendix C** (Remuneration) and **Appendix D** (Reimbursable expenses).

49.2. Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**.

49.3. For any payments in excess of the ceilings specified in GCC 49.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

**50. Remuneration and
Reimbursable
Expenses**

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

50.2. All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.

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

50.4. The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed



as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.

50.5. Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.

51. Taxes and Duties

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

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

52. Currency of Payment

52.1. Any payment under this Contract shall be made in the currency(ies) specified in the **SCC**.

53. Mode of Billing and Payment

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

- (a) Advance payment. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off.
- (b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 52 and GCC 53 for such interval, or any other



period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.

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

54. Interest on Delayed Payments

54.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 53.1 (c), interest shall be paid



to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. FAIRNESS AND GOOD FAITH

55. Good Faith

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

H. SETTLEMENT OF DISPUTES

56. Amicable Settlement

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

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

57. Dispute Resolution

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



II. General Conditions Attachment 1

Fraud and Corruption (Text in this Attachment shall not be modified)

1. Purpose

- 1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

- 2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.



- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

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



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	<p>The addresses are <i>[fill in at negotiations with the selected firm]</i>:</p> <p>Client: PMDFC, 184, Stoch Corner, Upper Mall, Lahore Attention: PD/MD Facsimile: 042-99204386-9 E-mail (where permitted): <u>procurement@pmdfc.org.pk</u></p> <p>Consultant: <u>Jers Consultancy (Pvt) Ltd.</u> <u>24-Civic Center, Quaid-e-Azam Town, Township,</u> <u>Lahore, Pakistan</u> Attention: <u>Chief Executive</u> Facsimile: <u>042 35113125</u> E-mail (where permitted): <u>bd@jers.com.pk</u></p>
8.1	N/A
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: Mr. Muhammad Iftikhar Rasool, Program Director/Managing Director</p> <p>For the Consultant: Imran Yasin Sheikh, Chief Executive</p>
11.1	<p>a) The contract shall be effective upon Signing of the Contract by both the parties.</p> <p>The firm has to deploy its key personnel as mentioned in the technical proposal within a period of seven days from signing of the contract.</p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be one month from the date of contract.</p>



13.1	Commencement of Services: The number of days shall be seven. 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 about 10-14 Months from Signing of Contract. May be extended with mutual consent of the parties in case of need.



23.1	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds one time the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "applicable law in the Client's country"</p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of 100 % of total ceiling amount of the contract.</p> <p>(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 PKR 4.0 Million</p> <p>(c) Third Party liability insurance, with a minimum coverage of PKR 4.0Million.</p> <p>(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</p>



	(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
27.1	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	The Consultant shall not use these [GIS base maps updating, Feasibility Reports, Design and Drawings Reports, PC – I Document, Final Bidding Documents including BOQ, COC, Detailed Drawings and Specifications, Detailed sectoral planning report of each sector , Detailed Sectoral Plans in the form of descriptive maps shown on the city structure plans for each sector, List of Priority Sub-projects for the year 2030 to 2040 and 2040 to 2050 with time line including Final Reports] for purposes unrelated to this Contract without the prior written approval of the Client.
43.1 (a) through (f)	NA
43.1(g)	<p>(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.</p> <p>(b) 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.</p>



49.2	<p>The Contract price for Design is: PKR 11,420,000 exclusive of local indirect taxes.</p> <p>The Contract price for Resident Supervision is: PKR 33,642,000 exclusive of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paid or reimbursed by the Client as mutually agreed.</p> <p>The amount of such taxes is PKR 7,209,920 [insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.</p>
50.3	NA
51.1 and 51.2	<p>The Client shall reimburse the Consultant, the Sub-consultants and the Experts"</p> <p>any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <ul style="list-style-type: none"> (a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them; (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client; (d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that: <ul style="list-style-type: none"> (i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and



	(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.																												
52.1	The currency [currencies] of payment shall be the following: PKR																												
53.1(a)	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment of 10% of the contract amount to the extent of Detailed design in foreign currency and 10% in local currency shall be made within 15 days after the receipt of an advance bank payment guarantee by the Client and its verification from the issuing Bank. The advance payment will be set off by the Client in equal portions as agreed.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</p> <p>(3) The bank guarantee will be released when the advance payment has been fully set off.</p>																												
53.1(b)	<p>Payment for Detailed Design shall be on Lumpsum basis as per schedule.</p> <table><tr><th>Sr. No.</th><th>Description</th><th>Proposed Timeline for each service</th><th>Hard Copies</th><th>Soft Copies</th><th>Payment %</th><th>Amount (Rs) Including indirect taxes</th></tr><tr><td>1</td><td>Mobilization, Inception reports, & SOPs for Contract Implementation</td><td>15 days</td><td>03</td><td>01</td><td>10%</td><td>1,324,720</td></tr><tr><td>2</td><td colspan="6">Preparation of the Detailed Design (submission of all documents as per contract agreement for each subproject)</td></tr><tr><td>a</td><td>Design of Parking Areas (16 subprojects)</td><td>First 02 months</td><td>03</td><td>01</td><td>20%</td><td>2,649,440</td></tr></table>	Sr. No.	Description	Proposed Timeline for each service	Hard Copies	Soft Copies	Payment %	Amount (Rs) Including indirect taxes	1	Mobilization, Inception reports, & SOPs for Contract Implementation	15 days	03	01	10%	1,324,720	2	Preparation of the Detailed Design (submission of all documents as per contract agreement for each subproject)						a	Design of Parking Areas (16 subprojects)	First 02 months	03	01	20%	2,649,440
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a	Design of Parking Areas (16 subprojects)	First 02 months	03	01	20%	2,649,440																							



	b	Roads (08 subprojects)	Within first 02 months	03	01	15%	1,987,080
	c	Roads (08 subprojects)	Within next 02 months	03	01	15%	1,987,080
	c	Chowks /crossroads / important nodes (16 subprojects)	First 03 months	03	01	20%	2,649,440
	d	Parks (16 subprojects)	First 04 months	03	01	20%	2,649,440
	Time period for detailed design preparation of PC-Is etc		04 months	Total =		100%	13,247,200
Payments Schedule for Resident Construction Supervision is Time-based based on Monthly Running invoices.							
53.1(c)	The client shall accord approval of or otherwise comment on the deliverables/documents immediately but not later than fourteen (14) days from the date of their submission by the Consultants or shall be considered approved, if approval/comments are not given in fourteen (14) days. The Client shall pay the Consultant's invoices within 30 days after the receipt of by the Client upon submission and approval of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.						
53.1(e)	The accounts are: Account Title: Jers Consultancy (Pvt) Ltd. Account Number: 05457948430303 Bank Name: Habib Bank Limited Branch Name: Bank Square C-Block Market, Model Town, Lahore Branch Code: 0545, IBAN: PK89 HABB 0005457948430303 SWIFT Code: HABBPCCA						
54.1	The interest rate is: [KIBOR + 1%].						
57.	Disputes shall be settled by arbitration in accordance with the following provisions:						



	As per the Arbitration Act, 1940 of Pakistan and its amendment from time to time. The location of arbitration shall be "Lahore"
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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

I. Brief Background

- ✓ The Punjab Cities Program (PCP), is a World Bank-funded hybrid of Program for Results (PforR) and Investment Project Financing (IPF) operation, with total cost of USD 200 million over 5 years (2018 -2023) supporting 16 cities in Punjab. Its development objective is to strengthen the performance of participating Municipal Committees/Corporations (MCs), focusing on urban management and improvement of municipal infrastructure for satisfactory service delivery.
- ✓ Under the PforR (Window-1) the Performance Based Grants (PBGs) are being provided to the MCs of the 16 selected cities for investments in municipal infrastructure and services.
- ✓ The IPF (Window-2) will support provincial government agencies i.e. Local Government & Community Development Department (LG&CDD), Punjab Local Government Board (PLGB), Punjab Municipal Development Fund Company (PMDFC) and PFC Unit of Finance Department (FD).

II. Objectives of Consultancy Services

The overall objectives of hiring of the Consultancy Services are;

- a) Detailed Design of the evidence-based, priority municipal infrastructure sub-projects in the sectors given below, after due deliberations with PMDFC & MCs
- b) Resident supervision of the sub-projects for quality control.

III. Package for the Consultancy Services

The Consultancy Services will be undertaken for the Municipal Committees /Corporations of the following cities:

Northern Punjab	Central Punjab	Southern Punjab
1- Daska	1- Gojra	1- Bahawalnagar,
2- Hafizabad	2- Jaranwala,	2- Burewala
3- Jhelum	3- Jhang,	3- Khanewal,
4- Kamoke	4- Kamalia	4- Vehari,
5- Muridke	5- Okara	5- Kot Addu
6- Wazirabad		

IV. Responsibilities of Consultants

The responsibility matrix of doing work for Detailed Design and Resident Supervision is given as below:



Sector	Detailed Design	Resident Supervision
Rehabilitation of Municipal Services Infrastructure Projects	Not required	Resident Supervision of the ongoing subprojects in some MCs
Solid Waste Management	Design of SWM Machinery & Equipment already carried out by PMDFC	Top Supervision of supply of Machinery & Equipment
	Design of Parking areas	Resident Supervision of Parking Areas
Roads & streetlights	Design of priority roads, streetlights, sidewalks, medians etc. wherein no water supply and sewerage system is to be laid in the medium-term	Resident supervision by consultants for the subprojects which can be completed by September 2022.
Crossroads, chowks, and important nodes	Detailed Design	
Parks	Detailed Design	

V. Terms of Reference

The consultants will be required to carry out the activities as outlined in the table above and as given below:

A. Detailed Design

The detailed design for the following municipal services infrastructure:

1. Parking Areas for solid waste and other MC vehicles
2. Urban metalled / concrete pavers roads /streets along with longitudinal or cross drainage which may comprise of:
 - a) Resurfacing of the existing roads
 - b) Widening within ROW and improvement of the existing roads
 - c) Construction of new roads
 - Metalled Roads
 - Concrete pavers streets / roads
 - d) Streetlights on important roads
 - e) Sidewalks, green belts, and medians per site conditions
3. Crossroads, chowks, and important nodes
4. Parks and green spaces



These sub projects are being identified based on data from a Gap Analysis conducted by PMDFC and the MCs and are being marked on plans of the city.

a) General requirements of detailed design of Sub-Projects

The consultants will be required to undertake, but not be limited to, the following broadly categorized tasks for detailed design of the sub-projects:

- i. Topographic and all other types of surveys required therein, soil and all other kind of investigations, at site and laboratory testing and all other tasks required to precisely assess the existing condition of the structures / land and other features of the infrastructure component under design.
- ii. Preparation of location plans, site plans, contour plans, longitudinal profiles, cross sections, 3D views and other such types of plans or sections to precisely describe the existing configuration and condition of the infrastructure component.
- iii. Consultation with MC Officers regarding the problems encountered by the general public and in operation & maintenance of the infrastructure designed by the MC.
- iv. Preparation of the subproject Feasibility Report (if required), Detailed Design, Rough Cost Estimates, Bid and Detailed Drawings, PC-Is and other Project documents required therein.
- v. Correction, modification or alteration of the above-mentioned documents after discussions with MC Officers and PMDFC regarding suitability of the design and decisions arrived at.
- vi. Carrying out the Economic and Financial Analysis for determination of EIRR and FIRR as per requirements of the PC-Is.
- vii. Sensitivity Analysis of the sub-projects and their economic, financial, and social effects.
- viii. Presentation of PC-Is to DDWP, DDSC/Pre-PDWP/PDWP and finalization of PC-Is in the light of comments (if any) from these forums.
- ix. Preparation of structural drawings and detailed cost estimates and help MCs in getting it Technically Sanctioned by the competent authority.
- x. Preparation of Bidding Documents including pre-qualification/post qualification criteria for contractors
- xi. Participate in the bid opening process and assist MCs in preparation of Bid Evaluation Report on the PMDFC prescribed format.
- xii. Preparation of Revised PC-Is and detailed cost estimates of the sub-projects if required, their presentation to the competent forum and correction or modification as per requirements of that forum.

The detailed scope of work to be carried out for each sector has been given in **Annexure-A**.

b) Documents to be prepared by the Consultants

The following documents will be prepared by the Consultants for detailed design of each sub-project;

- 1) Inception Report with format for Progress Reports



- 2) Feasibility Report for the projects costing Rs 300 million & above.
- 3) Detailed design of the sub-projects
- 4) Cost Estimates
- 5) Economic and Financial Analysis
- 6) Sensitivity Analysis
- 7) PC-Is
- 8) Bidding Documents including but not limited to:
 - Instruction to Bidders & Conditions of the Contract (COC)
 - Special Conditions of the Contract
 - Bill of Quantities (BOQ)
 - Contract Data
 - Specifications
 - Form of Agreement and detailed draft contract (general and specific conditions) based on the standard format of Pakistan Engineering Council.
- 9) Revised PC-Is and revised detailed cost estimates, whenever required.

B. Resident Construction Supervision

The Consultants will undertake Resident Supervision of the ongoing & new subprojects per the following:

- (a) One Team Leader based at Lahore will be appointed who will have overall control of the works across 16 MCs each.
- (b) One Assistant Resident Engineer (Qualified Graduate Engineer Civil in the respective discipline with required experience as given below) will be stationed in each Program MC, and will be responsible for resident supervision of the works & goods and shall perform duties with due diligence, efficiency and in accordance with the best engineering professional and consulting standards. S/he will be supported with one Inspector at each MC.
- (c) The Consultants will conduct Resident Construction Supervision of the following types of works:

I. Ongoing Subprojects

a) Machinery & Equipment for Solid waste management

The contract for direct procurement of vehicles chassis & other vehicles / machinery and for fabrication of superstructure on these vehicles' chassis, are being awarded presently in all 16 MCs. The consultants will be responsible for inspection of this machinery & equipment as under:

- (d) The Consultants will inspect the vehicles, vehicles chassis and any other machinery purchased by the MCs under Direct Contracting from the manufacturers at the time of delivery to the MCs.
- (e) The Consultants will inspect the super structures of the solid waste vehicles and other



machinery & equipment during its manufacture in the factories / manufacturing plants and before delivery to the MCs and give certificate for their conformance to the specifications given in the Contract Agreements.

- (f) The Consultants may perform Factory Acceptance Test (FAT) on the solid waste vehicles / chassis, superstructures, machinery and equipment, in the manufacturer's premises and obtain a copy of the test result for their record. One copy of each test will be submitted to the Engineer in Charge and the Client.

b) Rehabilitation Subprojects

- (g) The consultants will supervise the PCP ongoing Rehabilitation Works in the below mentioned MCs after mobilizations

- | | | | |
|-----------|-------------|-----------|-----------------|
| 1) Jhelum | 2) Daska | 3) Jhang | 4) Kamalia |
| 5) Okara | 6) Burewala | 7) Vehari | 8) Bahawalnagar |

- (h) Any work already completed before the mobilization of the consultants, will also be checked and verified by the consultants in quantity and quality. For this purpose, they can excavate, drill, cut cores and perform all other tests required therein for assuring the quantity and quality of work. The cost of these tests will be paid by the contractor

II. New Subprojects

The consultants will also conduct the Resident Supervision of the subprojects which will be designed by them in 16 MCs as stipulated in the scope of these TORs.

The Resident Supervision of all kinds of works mentioned above will be carried out as per following:

- (i) The Consultants will participate in the bidding process of the subprojects designed by them and prepare Evaluation Reports of such bids in collaboration with MCs.
- (j) The Consultants will obtain the work plan from the contractor before commencement of work at site, analyse it under the light of total time period for completion & scope of work and recommend it to the Engineer in Charge for approval. The Consultants can make changes in the work plan in consultation with the contractor if so required, to increase the pace of progress of work. Same process will be done for the Revised Work Plans in case the Contract Timeline is extended.
- (k) Consultant will provide to Client, the complete SOPs of Contract Implementation (based on PPRA), particularly processing of variations / deviations in the quantities and specifications of works, processing of Contractors IPCs, Check Request System, and Laboratory Testing etc. with their inception report.

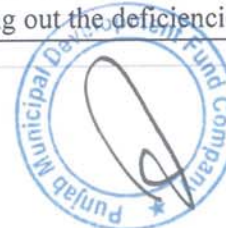


- (l) The Consultants will be responsible for giving recommendations on the inventory of sources of materials submitted by Engineer in charge and to be used in the work and equipment & machinery to be installed at site of work, before arrangement of the materials or before booking of the equipment & machinery with the vendors by the contractors.
- (m) The Consultants will be responsible for checking the quality of works and machinery & equipment installed by the contractors at site of work and will issue notice to the contractor for their replacement if these do not conform to the laid down specifications. One copy of this notice will be submitted to the Engineer in Charge.
- (n) The Consultants shall certify that construction material brought at site by the contractor and tested from an approved government laboratory in line with Contract Documents, is in accordance with the specifications.
- (o) The Consultants will verify the quantities of work carried out by the Contractor by actual measurements at site and will verify IPCs submitted by the contractor with recommendations for payment to the relevant MC.
- (p) None of the substandard works, equipment and machinery will be verified for payment to the contractor by the Consultants. Similarly, no excess quantity over and above that actually measured at site by the Consultants, will be verified and paid.
- (q) The Consultants may perform Factory Acceptance Test (FAT) on the machinery and equipment to be installed in works, in the manufacturer's premises and obtain a copy of the test result for their record. One copy of each test will be submitted to the Engineer in Charge and the Client.
- (r) The Consultants shall supervise the works in all matters concerning safety and care of work and report to Engineer in Charge (Municipal Officer I&S) of each MC on any problem arising out in construction work during its execution.
- (s) IPCs will be verified and certified by the Senior Engineer through his field staff. Consultant will ensure that all necessary documents are appended with the IPCs before recommendation to Engineer in Charge. One copy of the verified IPC will also be provided to the Client by the consultants.
- (t) The test reports from nearest government laboratory (C&W, NLC, FWO, PCSIR, PITAC, UET Lahore and UET Taxila or any other Government approved laboratory etc.) will be attached with the contractors' IPCs and also appended with the fortnightly and monthly reports
- (u) No payment to the Consultant will be made till submission of the certification by its Senior Engineer/Team Leader that the work has been completed in accordance with



Contract Documents and approved Drawings for Construction and the quality and quantities of the works have been verified.

- (v) The Consultants will keep record of the water quality test results of all water sources improved or extended under the contract and supply one copy of all such test results to Engineer in Charge and the Client.
- (w) The Consultants will also keep the record of all tube well drilling logs, tube well conversion charts, tube well development and testing charts and hand over one copy of each document /record to the Engineer in Charge and the Client.
- (x) The Consultants will help the Client in preparation of the Fact-Finding Report in case of any conflict arising between the contractor and the MO (I&S) or any other MC Officer or any other problem / obstruction/ bottlenecks arising in execution of the work at site due to various issues.
- (y) The Consultant will monitor the approved implementation schedule and report delays if any with proper analysis of delays particularly early warning of such events to MO (I&S), the Engineer in Charge. The Consultants will also recommend the measures to put the work on pace as per time line of the contract.
- (z) The Consultants shall keep the record of daily inspection reports and hand them over to the concerned Engineer in Charge i.e. MO (I&S) on fortnightly basis. One copy of this record shall be retained by the consultants at site offices and the summary of such notes shall become part of Monthly Progress reports to be submitted to the Client. The Consultants will submit progress pictures through an android application attached with a dash board through Google map providing GPS with date and time and progress in percentage at site. In case of renovation or rehabilitation of certain components the before and after pictures will also be submitted.
- (aa) The Consultant will keep pictorial evidence of each and every stage of work before, during and after completion of the work. This pictorial evidence will be systematically & chronologically arranged and will be submitted to the Client and MO(I&S) on weekly basis or as required by the Client.
- (bb) The required decisions shall be made at site by Assistance Resident Engineers in consultation with the Senior Engineer. Decisions requiring major changes in scope of work liable to change the project cost substantially, will be referred to the Team Leader who will process such cases in line with contract agreement signed between MC and the Contractor and recommend to MO (I&S), the Engineer in Charge, for approval.
- (cc) The Consultant shall submit fortnightly progress report to the concerned Engineer in Charge and the Client on monitoring of works, environmental, social, occupational health and safety management plans, pointing out the deficiencies in the



works & plans and suggestions for its remedial measures. The Consultant shall update the dashboard for physical and financial progress of projects as per the instructions of client.

- (dd) Consultant will include MC stationed field officer's attendance sheet of every month in the Monthly Progress Report duly attested by the Team Leader/Senior Engineer. This sheet will also be included in the IPCs submitted by the Consultants to the Client for payment.
- (ee) Due to various types of variations in quantities and specifications of the actual work required / executed in the filed with those provided in the BOQ /letter of award, the revision in the PC-I and detailed cost may be needed. In such cases the Consultants will prepare Revised Cost Estimates on the format specified by Government of Punjab and PC-Is, present these before the competent forum for Approval and subsequently prepare the detailed cost estimate and drawings for seeking Technical Sanction from the competent authority.
- (ff) One month prior to the expiry of the defect liability period of the work, the Consultant shall carryout a detailed final inspection of the works along with MCs and Contractors concerned authorised staff and submit a report to the concerned Engineer in Charge pointing out the defects if any in the works along with remedial measures mentioning specified time lines with one copy endorsed to the Client.
- (gg) After completion of the Project/Subproject /any part thereof, the Consultants will recommend to the Engineer in Charge a completion certificate of that Project/Subproject /any part thereof as per requirement of the Engineer in Charge along with the punch list of defects, shortcomings or any other issue to be rectified by the contractor in the Defect Liability Period.
- (hh) The Contract Agreement may be extended if some works remain incomplete during the Contract Timeline of the Consultants due to unavoidable reasons or if so required by the Client or the Engineer in Charge due to any other factor. The Terms and Conditions of the extended Timeline may be negotiated by the Client with the Consultant.
- (ii) If subsequently, at any stage after the expiry of the defect liability period and during the service life of the work, the quality of any item of work verified and passed by the consultant is found substandard, defective or its quantity is found in excess over that actual quantity in field, the consultant shall also be liable to pay the compensation to the concerned MC for the defective work. The liability shall be to the extent of two times the fee charged for consultancy.



C. Core Teams

The core team of the consultants for design and construction supervision is given below:

S #	Personnel	Nos	Qualification
A	Detailed Design		
1	Team Leader (Detailed Design and supervision)	01	BSc/BE in Civil Engineering from HEC approved University with minimum 20 years' professional experience and 5 years' experience on similar assignments; or MSc; Civil Engineering/Public Health Engineering/Environmental Engineering with Bachelor's in Civil Engineering with minimum 15 years' experience and 5 years' experience on similar assignments on urban planning, designing and construction supervision assignments.
2	Sr. Surveyor	02	Diploma in Surveying (2 Years) with minimum 10 years' experience in site surveying on projects of similar nature.
3	Field Surveyors	08	Diploma in Surveying (2 Years) with minimum 5 years' experience in site surveying on projects of similar nature.
4	Structure Engineer (Design)	01	BSc; Civil Engineer with Masters in Structure Engineering from HEC approved University and possessing minimum experience of 10 Years for designing structures
5	Roads Specialist (Design)	02	BSc; Civil Engineer from HEC approved University with Masters in Highways/Transportation Engineering and possessing minimum experience of 10 Years for designing highways
6	Landscape Architect for design of Parks, Chowks, Nodes	02	Bachelor in Architecture with 15 years' experience and at least 5 years' experience in Landscape Architecture or Master in Architecture with 10 years' experience and 5 years' experience in Landscape Architecture.
7	Quantity Surveyors	04	DAE in Civil with minimum 10 years' experience for projects of similar nature as QS.
8	CAD Operator	04	DAE in Civil with minimum 10 years' experience for preparation of drawings in CAD particularly civil engineering infrastructure projects.
9	Procurement & Contract Management Specialist	01	BSc/BE Civil Engineering with minimum 08 Years of Experience in Contract Management and overall experience of 15 Years on Civil Engineering Projects particularly PEC/FIDIC Based Contracts. He must have knowledge of MS Project and Prim-Vera. Preference will be given having Master's degree in Project Management/Contract Management
B	Resident Supervision		



10	Assistant Resident Engineers	07	Bachelor's Degree in Civil engineering with minimum 8 years' experience in site supervision and execution for projects of similar nature.
11	Inspectors	16	DAE in Civil engineering with minimum 8 years' experience in site supervision and execution for projects of similar nature.

Any other related staff will be quoted by the Consultant in line with the methodology submitted.

VI. Time Line

- Complete Assignment is to be completed within 10-14 Months of the signing of contract agreement. The Detailed Design of all the subprojects will be completed with first 4 months of the signing of Contract Agreement. Resident Supervision will span over 6 to 10 months depending upon scope of work in each MC.
- Some information regarding the location and existing facilities of the Parking areas is available with PMDFC and will be handed over to the Consultants.
- Municipal Officers will need to be closely consulted during surveys, investigations and preparation of the Detailed Design and their suggestions, if feasible, duly incorporated. In case of any disagreement the matter will be discussed with Senior Program Officer (Infrastructure Development), PCP.

VII. Deliverables/KPIs with timeline

- The design of Parking Areas, Urban Roads and Chowks / CrossRoads / Important Nodes and Parks /green spaces will be started simultaneously.
- Under mentioned timeline will be followed for Detailed Design of each subproject in each MC.

1	Detailed Design of the Parking Areas in 16 MCs	Within first 2 months after mobilization
2	Detailed Design of 50% metaled roads /Concrete pavers streets or roads and chowks/ important nodes along with longitudinal & cross drainage & streetlights in 16 MCs	Within first 2 months
3	Design of remaining 50% roads and chowks/ important nodes in 16 MCs	Within first 4 months
4	Parks & green spaces	Within first 4 months
	Important	



<i>The Detailed Design of all subprojects in the above-mentioned sectors will be started in parallel and complete assignment of the detailed design will be completed within first 4 months.</i>		
6	Resident supervision	<ol style="list-style-type: none"> 1) Resident supervision of the ongoing Rehabilitation projects will be taken up immediately after mobilization. 2) Resident Supervision of the Parking Areas will commence as soon as an individual subproject is designed and work is awarded. 3) Resident Supervision of Roads & chowks / crossroads / important nodes will commence as soon as each subprojects detailed design is completed and work awarded and be completed within the Contract Timeline of the Consultants. 4) Resident Supervision of Parks may not be taken in hand by the consultants unless some subproject is so small that it can be completed within the Contract Timeline of the Consultants.
Total Contract Timeline		14 months

Detailed Design of Parking Areas, Roads, Chowks/important nodes along with street light and Parks & Green spaces)

Sr. No	Description	Proposed Timeline for each service		Hard Copies	Soft Copies	
1	Mobilization, Inception reports, & SOPs for Contract Implementation	15 days		03	01	
2	Preparation of the Detailed Design (submission of all documents as per contract agreement for each subproject)					
a	Design of Parking Areas (16 subprojects)	First 02 months		03	01	
b	Roads (08 subprojects)	Within first 02 months		03	01	
c	Roads (08 subprojects)	Within next 02 months		03	01	
c	Chowks /crossroads / important nodes (16 subprojects)	First 03 months		03	01	
d	Parks (16 subprojects)	First 04 months		03	01	



Time period for detailed design preparation of PC-Is etc	04 months				
Total time period for Resident Supervision depending on the works undertaken in MCs (including bidding)	10-14 months				

The detailed design time period and Resident supervision period will run in parallel

Resident construction supervision

S.N.	Deliverables	Hard Copies	Soft Copies (MS Word/Excel/PDF)	
1	Inception Report	03	01	
2	Fortnightly Progress Report	03	01	
3	Monthly Progress Reports	03	01	
4	Final Report	03	01	
5	Revised PC-I (when required)	14	01	

If the timeline for the execution of a project is extended, the resident supervision fees and the staff to be retained for the extended time, will be negotiated according to the prevailing situation at that time.



APPENDIX B - KEY EXPERTS

No.	Name	Position
Key Experts - Design		
1	Aftab Naseer	Team Leader (Detailed Design and Supervision)
2	Saba Anwar	Structure Engineer (Design)
3	Saleem Ullah	Roads Specialist (Design) - 1
4	Dr. Saadia Tabbassum	Roads Specialist (Design) - 2
5	Uzma Khan	Landscape Architect for Design of Parks, Chowks, Nodes) - 1
6	Ilyas Malik	Landscape Architect for Design of Parks, Chowks, Nodes) - 2
7	Sadat Waleed	Procurement & Contract Management Specialist
Key Experts - Supervision		
1	Aftab Naseer	Team Leader
2	Talib Hussain	Assistant Resident Engineer-1
3	Sohbat Khan	Assistant Resident Engineer-2
4	Abdul Waheed	Assistant Resident Engineer-3
5	Usman Zaheer	Assistant Resident Engineer-4
6	Jamshed Zafar Cheema	Assistant Resident Engineer-5
7	Rashid Rafeeq	Assistant Resident Engineer-6
8	Ch. Ishtiaq	Assistant Resident Engineer-7
9	Mumtaz Hussain	Inspector-1
10	Ghulam Akbar	Inspector-2
11	Altaf Hussain	Inspector-3
12	Arafat Afzal	Inspector-4
13	Saqib Ahmad	Inspector-5
14	Amir Iqbal	Inspector-6
15	Waqar Ahmad	Inspector-7
16	Muhammad Asif	Inspector-8
17	Athar Siddique	Inspector-9
18	Rizwan Ali	Inspector-10
19	Ahmad Raza	Inspector-11
20	Hikmat Ghani	Inspector-12
21	Saeed Bhatti	Inspector-13
22	Mian Maskeen	Inspector-14
23	Zeeshan Ali	Inspector-15
24	Muhammad Murtaza	Inspector-16

CVs of the above-mentioned Key Experts are attached.

