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**SELECTION OF CONSULTANTS**

**REQUEST FOR PROPOSALS**

**DRFP No.: TJ-SUE SMART CITY-470289-CS-QCBS**

**Selection of Consulting Services for:  
Feasibility Study for landfill investments in Dushanbe**

**Client: SUE “Smart City” of the Executive Body of the State Authority of  
Dushanbe City**

**Country: Tajikistan**

**Project: Project Implementation Group “Dushanbe Sustainable Urban  
Development Project”**

**Issued on: January 16, 2025**



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# PART I

## Section 1. Letter of Invitation

**DRFP No. TJ-SUE SMART CITY-470289-CS-QCBS**

**Grant No. IDA V4910-TJ**

**Location and Date: January 16, 2025**

Dear Mr./Ms.:

1. The Republic of Tajikistan (the Recipient) has been allocated grant funds (the “Grant”) from the International Development Association (IDA) (the “Bank”) which are executed by the Executive State Authority of Dushanbe City SUE “Smart City” (“the Client”). The Client intends to apply the funds to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the Executive State Authority of Dushanbe City SUE “Smart City” and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the financing agreement. The financing agreement prohibits a withdrawal from the grant account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Client shall derive any rights from the financing agreement or have any claims to the proceeds of the grant.
2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): Feasibility Study for landfill investments in Dushanbe. More details on the Services are provided in the Terms of Reference (Section 7).
3. A firm will be selected under Quality and Cost Based Selection (QCBS) in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the policies of the Bank detailed in the Bank’s “Regulations for IPF Borrowers”, *dated November 2020* (“Procurement Regulations”) which can be found at the following website: [www.worldbank.org](http://www.worldbank.org)
4. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants and Data Sheet
  - Section 3 - Technical Proposal (FTP) - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 – Eligible Countries

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Section 6 – Bank’s Policy – Corrupt and Fraudulent Practices  
Section 7 - Terms of Reference  
Section 8 - Forms of Contract (Lump-Sum)

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

Yours sincerely,

*S. Samadzod,*

*Director,*

*SUE “Smart City” of the Executive State Authority of Dushanbe City*  
*samadzod.s@dsc.tj*

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## Section 2. Instructions to Consultants and Data Sheet

### A. General Provisions

#### 1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) “Borrower” means the Government, Government agency or other entity that signs the *[loan/financing/grant<sup>1</sup>]* agreement with the Bank.
- (e) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (f) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (g) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (h) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (i) “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.

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<sup>1</sup> [*“loan agreement” term is used for IBRD loans; “financing agreement” is used for IDA credits; and “grant agreement” is used for Recipient-Executed Trust Funds administered by IBRD or IDA*]

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- (j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
  - (k) “Government” means the government of the Client’s country.
  - (l) “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt.
  - (m) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
  - (n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
  - (o) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
  - (p) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
  - (q) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
  - (r) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD-RFP.
  - (s) “SPD-RFP” means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.

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

## 2. Introduction

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

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

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

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

## 3. Conflict of Interest

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

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

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

**a. Conflicting activities**

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

**b. Conflicting assignments**

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

**c. Conflicting relationships**

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

**4. Unfair Competitive Advantage**

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

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**5. Fraud and Corruption**

5.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section 6.

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

**6. Eligibility**

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

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

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

**a. Sanctions**

6.3.1 A Consultant that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI, Fraud and Corruption, paragraph 2.2 d., shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.

**b. Prohibitions**

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

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

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(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.

**c. Restrictions for State-owned Enterprises**

State-owned enterprises or institutions in the Borrower's country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.

**d. Restrictions for public employees**

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

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

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

**e. Borrower Debarment**

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

## **B. Preparation of Proposals**

**7. General Considerations**

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

**8. Cost of Preparation of Proposal**

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process

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at any time prior to Contract award, without thereby incurring any liability to the Consultant.

- 9. Language** 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.
- 10. Documents Comprising the Proposal** 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
- 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
- 11. Only One Proposal** 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
- 12. Proposal Validity** 12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.
- a. Extension of Validity Period** 12.4 The Client will make its best effort to complete the negotiations and award the contract within the proposal's validity period. However, should the need arise, the Client may request, in

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writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

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

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

**b. Substitution of Key Experts at Validity Extension**

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

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

**c. Sub-Contracting**

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

**13. Clarification and Amendment of RFP**

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

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

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

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

**14. Preparation of Proposals – Specific Considerations**

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

14.1.1 If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so.

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

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

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

**15. Technical Proposal Format and Content**

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the Data Sheet. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

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

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15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

**16. Financial Proposal**

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

**a. Price Adjustment**

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

**b. Taxes**

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

**c. Currency of Proposal**

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

**d. Currency of Payment**

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

**C. Submission, Opening and Evaluation**

**17. Submission, Sealing, and Marking of Proposals**

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

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

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

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

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

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

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

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

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

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

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received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

**18. Confidentiality**

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

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

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

**19. Opening of Technical Proposals**

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

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

**20. Proposals Evaluation**

20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial

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Proposals until the technical evaluation is concluded and the Bank issues its “no objection”, if applicable.

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

**21. Evaluation of Technical Proposals**

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

**22. Financial Proposals for QBS**

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

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

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

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

- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
- (ii) provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and

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

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

- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
- (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

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

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

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

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- 24. Correction of Errors**
- 24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
- a. Time-Based Contracts**
- 24.1.1 If a Time-Based contract form is included in the RFP, the Client’s evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client’s evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
- b. Lump-Sum Contracts**
- 24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.
- 25. Taxes**
- 25.1 The Client’s evaluation of the Consultant’s Financial Proposal shall exclude taxes and duties in the Client’s country in accordance with the instructions in the **Data Sheet**.
- 26. Conversion to Single Currency**
- 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.
- 27. Combined Quality and Cost Evaluation**
- a. Quality- and Cost-Based Selection (QCBS)**
- 27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the

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Proposal that achieves the highest combined technical and financial scores will be invited for negotiations.

**b. Fixed-Budget Selection (FBS)**

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

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

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**c. Least-Cost Selection**

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

**D. Negotiations and Award**

**28. Negotiations**

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

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

**a. Availability of Key Experts**

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

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

**b. Technical negotiations**

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

**c. Financial negotiations**

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

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

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

The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under ITC 28.8 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

## **29. Conclusion of Negotiations**

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

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

## **30. Award of Contract**

30.1 After completing the negotiations, the Client shall obtain the Bank's no objection to the negotiated draft Contract, if applicable; sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other Consultants.

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

## **31. Procurement Related Complaint**

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

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## Instructions to Consultants

### E. Data Sheet

A. General	
<b>ITC Reference</b>	
<b>2.1</b>	<b>Name of the Client:</b> <u>SUE “Smart City” of the Executive Body of the State Authority of Dushanbe City</u> <b>Method of selection:</b> Quality and Cost Based Selection (QCBS) as per the Applicable Procurement Regulations (available on <a href="http://www.worldbank.org">www.worldbank.org</a> )
<b>2.2</b>	<b>Financial Proposal to be submitted together with Technical Proposal:</b> Yes <b>The name of the assignment is:</b> Feasibility Study for landfill investments in Dushanbe
<b>2.3</b>	<b>A pre-proposal conference will be held:</b> Yes  Date of pre-proposal conference: January 28, 2025 Time: 14:00 a.m. Address: Dushanbe, Mirzo Tursunzoda st. 27A E-mail: <a href="mailto:dsudp@dsc.tj">dsudp@dsc.tj</a> Contact person/conference coordinator: <i>Sangin Boboev</i>
<b>2.4</b>	<b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b> N/A
<b>6.3.1</b>	<b>A list of debarred firms and individuals is available at the Bank’s external website:</b> <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a>
B. Preparation of Proposals	
<b>9.1</b>	This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language. <i>To facilitate evaluation of the Proposals, the Client requests Consultants to also submit translations of their Proposals into Russian or Tajik. However, the lack of translation shall not be cause for rejection of the Proposals or affect</i>

	<i>their evaluation. In case of discrepancies between English version and translation, the English version will prevail.</i>
<b>10.1</b>	<p><b>The Proposal shall comprise the following:</b></p> <p><b><u>For FULL TECHNICAL PROPOSAL (FTP):</u></b></p> <p><b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b></p> <p>(1) Power of Attorney to sign the Proposal  (2) TECH-1  (3) TECH-2  (4) TECH-3  (5) TECH-4  (6) TECH-5  (7) TECH-6</p> <p>AND</p> <p><b>2d Inner Envelope with the Financial Proposal:</b></p> <p>(1) FIN-1  (2) FIN-2  (3) FIN-3  (4) FIN-4</p>
<b>10.2</b>	<p>Statement of Undertaking is required:</p> <p>Yes <input checked="" type="checkbox"/>, or No <input type="checkbox"/></p>
<b>11.1</b>	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: Yes
<b>12.1</b>	Proposals must remain valid until May 30, 2025.
<b>13.1</b>	<p>Clarifications may be requested no later than 7 (seven) days prior to the submission deadline.</p> <p>Project Implementation Group  Attention: Boboev Sangin – Project Manager  Dushanbe, Mirzo Tursunzoda st. 27A  E-mail: dsudp@dsc.tj</p>
<b>14.1.2</b>	<b>Estimated input of Key Experts’ time-input:</b> 15 person-months.
<b>14.1.3</b>	Not applicable

for time-based contracts only	
<b>14.1.4 and 27.2</b> use for Fixed Budget method	Not applicable
<b>15.2</b>	The format of the Technical Proposal to be submitted is: FTP  Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
<b>16.1</b>	Applicable reimbursable expenses: <ol style="list-style-type: none"> <li>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</li> <li>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</li> <li>(3) cost of office accommodation, including overheads and back-stop support;</li> <li>(4) communications costs;</li> <li>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</li> <li>(6) cost of reports production (including printing) and delivering to the Client;</li> <li>(7) cost of training materials production and other costs that may be required for training the Client's staff; and</li> <li>(8) other allowances where applicable and provisional or fixed sums (if any)</li> </ol>
<b>16.2</b>	<b>A price adjustment provision applies to remuneration rates:</b>  Yes _____ or No <input checked="" type="checkbox"/> _____
<b>16.3</b>	<b>Information on the Consultant's tax obligations in the Client's country can be found <a href="http://www.andoz.tj">www.andoz.tj</a></b>
<b>16.4</b>	<b>The Financial Proposal shall be stated in the following currencies:</b>  Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.

	<b>The Financial Proposal should state local costs in the Client’s country currency (local currency):</b> Yes _____ or No <input checked="" type="checkbox"/> _____.
<b>C. Submission, Opening and Evaluation</b>	
<b>17.1</b>	<b>The Consultants shall not have the option of submitting their Proposals electronically.</b>
<b>17.4</b>	<p><b>The Consultant must submit:</b></p> <p>(a) <b>Technical Proposal:</b> one (1) original and three (3) copies; In addition to the hard copy, the Consultants are also required to enclose a CD with electronic copy of their Technical Proposals in PDF format in English and Russian, if any.</p> <p>(b) <b>Financial Proposal:</b> one (1) original.</p>
<b>17.7 and 17.9</b>	<p><b>The Proposals must be submitted no later than:</b></p> <p><b>Date:</b> February 05, 2025 <b>Time:</b> 14:00 Dushanbe time <i>The Outer Envelope shall also clearly be marked in English</i></p> <p><b>The Proposal submission address is:</b> Address: The State Committee on Investment and State Property Management of the Republic of Tajikistan Shotemur str. 27, Dushanbe, Tajikistan</p>
<b>19.1</b>	<p><b><i>Consultants have an option to attend the opening of the Technical Proposals in person. The opening shall take place at:</i></b></p> <p>Street Address: Shotemur str. 27 Floor, room number: 1 floor, #204 City: Dushanbe Country: Republic of Tajikistan Date: February 05, 2025 Time: 14:00 Dushanbe time</p>
<b>19.2</b>	<b>In addition, the following information will be read aloud at the opening of the Technical Proposals N/A.</b>
<b>21.1</b>	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p style="text-align: right;"><u>Points</u></p>

<p>(i) <b>Specific experience of the Consultant (as a firm) relevant to the Assignment:</b> 5</p> <p>(ii) <b>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</b> 25</p> <p style="padding-left: 20px;">a) <i>Technical approach and methodology</i> 10</p> <p style="padding-left: 20px;">b) <i>Work plan</i> 10</p> <p style="padding-left: 20px;">c) <i>Organization and staffing</i> 5</p> <p>(iii) <b>Key Experts' qualifications and competence for the Assignment:</b></p> <p style="padding-left: 20px;">a) <i>Position K-1: Project Manager</i> 15</p> <p style="padding-left: 20px;">b) <i>Position K-2: Solid Waste Management Specialist</i> 10</p> <p style="padding-left: 20px;">c) <i>Position K-3: Landfill Engineer</i> 10</p> <p style="padding-left: 20px;">d) <i>Position K-4: Civil Engineer in hydrology and hydrogeology</i> 10</p> <p style="padding-left: 20px;">e) <i>Position K-5: Chemical/Environmental Engineer</i> 10</p> <p style="text-align: right;"><b>Total points for criterion (iii):</b> 55</p> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications (general education, training, and experience): 20%</p> <p>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): 70%</p> <p>3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): 10%</p> <p style="text-align: right;">Total weight: 100%</p> <p>(iv) <b>Transfer of knowledge (training) program</b> (relevance of approach and methodology):</p> <p style="padding-left: 20px;">a) The type and duration of training activities to be undertaken 2</p> <p style="padding-left: 20px;">b) Approach and teaching methodology 1,5</p> <p style="padding-left: 20px;">c) Post training support and resources 1.5</p> <p style="text-align: right;">Total points for criterion (iv): 5</p> <p>(v) <b>Participation by nationals among proposed Key Experts</b> 10</p> <p style="padding-left: 20px;"><i>Calculated as a ratio of the national Key Experts' time-input (in person-months) to the total number of Key Experts' time-input (in person-months) in the Consultant's Technical Proposal]</i></p>
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	<p><b>Total points for the five criteria: 100</b></p> <p>.....</p> <p><b>The minimum technical score (St) required to pass is: 75</b></p>
23.5	N/A
25.1	<p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract’s invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client’s country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>
26.1	<p><b>The single currency for the conversion of all prices expressed in various currencies into a single one is: TJS (Tajik Somoni)</b>  <b>The official source of the selling (exchange) rate is: National Bank of the Republic of Tajikistan</b>  <b>The date of the exchange rate is: the same as the submission deadline indicated in 17.7.</b></p>
27.1 (QCBS only)	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b>  <b>T = 80%</b>  <b>P = 20%</b></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.</p>
	<p><b>D. Negotiations and Award</b></p>

28.1	<p><b>Expected date and address for contract negotiations:</b>  <b>Date:</b> March 17, 2025  <b>Address:</b> Mirzo Tursunzoda st. 27A., Dushanbe, Tajikistan</p>
30.1	<p><b>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: <a href="http://www.smartcity.tj">www.smartcity.tj</a></b></p> <p>The publication will be done within 15 days after the contract signing.</p>
30.2	<p><b>Expected date for the commencement of the Services:</b>  <b>Date:</b> March 31, 2025 <b>at:</b> Dushanbe</p>
31	<p><b>The procedures for making a Procurement-related Complaint are as follows:</b></p> <p>If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email), to:</p> <p><b>For the attention:</b> Sadi Samadzod</p> <p><b>Title/position:</b> Director of SUE “Smart City” of the Executive Body of the State Authority of Dushanbe City</p> <p><b>Client:</b> SUE “Smart City” of the Executive Body of the State Authority of Dushanbe City</p> <p><b>Email address:</b> samadzod.s@dsc.tj</p> <p>A Procurement-related Complaint may challenge any <i>of</i> the following:</p> <ol style="list-style-type: none"> <li>1. the terms of this Request for Proposal;</li> <li>2. the Client’s decision to exclude a Consultant from the procurement process prior to the award of contract; and</li> <li>3. the Client’s decision to award the contract.</li> </ol>



### Section 3. Technical Proposal – Standard Forms

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

#### CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION	<i>Page Limit</i>
TECH-1	Technical Proposal Submission Form.	
TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
TECH-2	Consultant’s Organization and Experience.	
TECH-2A	A. Consultant’s Organization	
TECH-2B	B. Consultant’s Experience	
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
TECH-3A	A. On the Terms of Reference	
TECH-3B	B. On the Counterpart Staff and Facilities	
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
TECH-5	Work Schedule and Planning for Deliverables	
TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

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

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## FORM TECH-1

### TECHNICAL PROPOSAL SUBMISSION FORM

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{Location, Date}

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To: *[Name and address of Client]*

Dear Sirs:

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

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

{OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to Fraud and Corruption as per ITC 5.

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- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client's country laws or official regulations or pursuant to a decision of the United Nations Security Council.
  - (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
  - (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 30.2 of the Data Sheet.

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

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

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

Address: \_\_\_\_\_ {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address} \_\_\_\_\_

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

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## FORM TECH-2

### CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

#### **A - Consultant's Organization**

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

#### **B - Consultant's Experience**

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1. List only previous similar assignments successfully completed in the last 5 years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

<b>Duration</b>	<b>Assignment name/&amp; brief description of main deliverables/outputs</b>	<b>Name of Client &amp; Country of Assignment</b>	<b>Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm</b>	<b>Role on the Assignment</b>
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of .....; }	{e.g., Ministry of ....., country }	{e.g., US\$1 mill/US\$0.5 mill }	{e.g., Lead partner in a JV A&B&C }
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on..... }	{e.g., municipality of....., country }	{e.g., US\$0.2 mil/US\$0.2 mil }	{e.g., sole Consultant }

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**FORM TECH-3**  
**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART**  
**STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

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

**A - On the Terms of Reference**

{improvements to the Terms of Reference, if any}

**B - On Counterpart Staff and Facilities**

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

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## FORM TECH-4

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

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

{Suggested structure of your Technical Proposal:

- a) Technical Approach and Methodology
  - b) Work Plan
  - c) Organization and Staffing }
- 
- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here. }
  - b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. }
  - c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff. }

## FORM TECH-5

### WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

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


## FORM TECH-6


### TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

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

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

- 
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
  - 3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.

 Full time input

 Part time input

**FORM TECH-6  
(CONTINUED)**

**CURRICULUM VITAE (CV)**

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

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

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

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

**Membership in Professional Associations and Publications:**

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

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**Adequacy for the Assignment:**

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

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

**Certification:**

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

{ day/month/year }

Name of Expert

Signature

Date

{ day/month/year }

Name of authorized  
Representative of the Consultant  
(the same who signs the Proposal)

Signature

Date

---

## **Section 4. Financial Proposal - Standard Forms**

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Reimbursable expenses

---

**FORM FIN-1**  
**FINANCIAL PROPOSAL SUBMISSION FORM**

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{Location, Date}

To: [Name and address of Client]

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Dear Sirs:

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

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

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

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

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

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

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

---

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

We remain,

Yours sincerely,

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

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

**FORM FIN-2 SUMMARY OF COSTS**

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet }			
	In Indian Rupees (Rs.)			
<b>Cost of the Financial Proposal</b>				
Including:				
(1) Remuneration				
(2) Reimbursables				
<b>Total Cost of the Financial Proposal:</b> {Should match the amount in Form FIN-1}				
<b>Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded</b>				
<u>Total Estimate for GST:</u>				

### FORM FIN-3 BREAKDOWN OF REMUNERATION

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

<b>A. Remuneration</b>					
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	Total in Rs.
_____	<b>Key Experts</b>				
K-1	_____		[Home]	_____	
			[Field]	_____	
K-2	_____		_____	_____	
			_____	_____	
_____	_____		_____	_____	
			_____	_____	
_____	<b>Non-Key Experts</b>				
N-1	_____		[Home]	_____	
			[Field]	_____	
N-2	_____		_____	_____	
			_____	_____	
	<b>Total Costs</b>				

---

## Sample Form

Consultant:  
Assignment:

Country:  
Date:

### Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

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

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

\_\_\_\_\_  
Date

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

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

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

(Expressed in {insert name of currency\*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sub>1</sub>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
Home Office									
Client's Country									
				_____					
				_____					

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

## FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

B. Reimbursable Expenses					
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Local Currency- as in FIN-2}
	{e.g., Per diem allowances**}	{Day}			
—	{e.g., International flights}	{Ticket}			
—	{e.g., In/out airport transportation}	{Trip}			
	{e.g., Communication costs between Insert place and Insert place}				
	{ e.g., reproduction of reports}				
	{e.g., Office rent}				
	.....				
	{Training of the Client's personnel – if required in TOR}				
Total Costs					

Legend:

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

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## **Section 5. Eligible Countries**

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

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None



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## **Section 6. Fraud and Corruption**

**(This Section 6, Fraud and Corruption 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;<sup>2</sup> (ii) to be a nominated<sup>3</sup> 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 inspect<sup>4</sup> 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.

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<sup>2</sup> 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.

<sup>3</sup> 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.

<sup>4</sup> 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.

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## Section 7. Terms of Reference

### Feasibility study and preliminary design for Dushanbe Landfill Rehabilitation and Expansion

#### PROJECT BACKGROUND AND CONTEXT

The Government of Tajikistan and the State Unitary Enterprise “Smart City” are preparing the Dushanbe Sustainable Urban Development Project (DSUDP, P179630), expected to be financed by the World Bank, with a focus on integrated solid waste management (SWM) for the city of Dushanbe (the ‘Project’). In 2022 and 2023, Smart City and the World Bank team gathered information on SWM in the city of Dushanbe. The main findings are as follows:

- i. The city of Dushanbe boasts a high solid waste collection rate and reportedly clean urban environment whereby almost all generated waste is collected and transferred to Dushanbe Municipal landfill site located to the east of the city in Rudaki district, just outside the city boundary.
- ii. Waste generation has reportedly been increasing, posing a long-term challenge with rising population and income levels.
- iii. Informal waste pickers are actively engaged in retrieving recyclable materials both in Dushanbe and at the landfill site.
- iv. Existing waste collection practices are not in line with the best industry standards, especially on the operational efficiency and cost management side.
- v. Dushanbe’s waste disposal and treatment facilities need major capital improvements to increase capacity, environmental sustainability, efficiency of operations, and resilience to potential hazards (given that Dushanbe is in the high seismic, landslide risk zone).
- vi. The constrained financial situation of the city’s utility enterprises, including in the solid waste management sector, inhibit capital investment and operational sustainability of the sector and its facilities.

As such, the proposed DSUDP is aimed at addressing funding and operational challenges in Dushanbe’s solid waste sector through a series of capital and institutional measures. Through such measures, DSUDP will facilitate integrated SWM and promote financial sustainability of operations to ensure lasting results of facility and operational improvement. The Project would consist of the following four components

#### Component 1: Solid Waste Collection Efficiency (tentatively US\$ 17 million)

This component will improve the adequacy and efficiency of solid waste collection services operated by the four collection State Unitary Enterprises (SUEs) in Dushanbe. Under this component, the project will i) upgrade waste collection points, collection vehicles, and equipment to minimum standards, ii) optimize the waste collection system for maximum efficiency through the use of innovative technology solutions for equipment utilization and operations, and iii) pilot separation of waste at source for households, businesses and public

institutions, with the provision of separated waste containers, the introduction of composting initiatives, and the roll-out of public information campaigns to foster behavior change among residents.

Component 2: Solid Waste Treatment and Disposal (tentatively US\$17 million)

This component will upgrade and remediate the physical and operational aspects of Dushanbe's landfill, while also improving environmental performance, contributing to climate change mitigation, increasing resource recovery, and meeting the needs of waste pickers. This component will finance i) structural engineering improvements to the existing landfill, the construction of new sanitary landfill cells, and the purchase of appropriate equipment to operate the landfill, and ii) a small-scale MRF, based on a simple sorting line, to extract recyclable materials delivered from the source separated waste.

Component 3: Institutional Strengthening (tentatively US\$5 million)

This component will strengthen the broad institutional aspects of integrated solid waste management in Dushanbe, enhancing the necessary institutional capacity, while also improving performance management within an adequate policy framework. This includes the development and introduction of i) a comprehensive long-term framework and plan for integrated solid waste management in Dushanbe, ii) performance improvement plans for SUEs, iii) public information/behavior change campaigns, iv) appropriate tariffs/gate fees for waste collection and disposal, improved billing systems, and v) a roadmap for green, climate-smart and technology-informed urban development in Dushanbe.

Component 4: Project Management Support (tentatively US\$1 million)

This component will support the incremental operating costs for the Project Implementation Group (PIG), and project management consultants.

More information about the Project can be found [here](#). The Project is currently at preparation stage, during which a number of activities will be carried out, including feasibility studies and detailed designs for the solid waste collection system improvements and for the landfill investments.

**Dushanbe Landfill – current situation and Project Objectives**

Dushanbe Waste Disposal Site (herein referred to as Dushanbe Landfill) is the primary waste disposal facility receiving approximately 1,000 tons/day of municipal solid waste (MSW). The site lacks proper environmental control systems and is currently operated in an inefficient way resulting in emissions of pollutants and contaminating soil, water and air in the area. Therefore, rehabilitation of Dushanbe Landfill was deemed necessary both to minimize the environmental impacts and to provide further capacity for expanding the lifespan of the landfill. While waste management plans might focus on future enhanced waste diversion and recycling, the Dushanbe Landfill should provide adequate capacity for an environmentally sustainable waste management and continue to accommodate the collected waste in an environmentally friendly manner until alternative facilities are developed and operational.

Given the current complex situation at the Landfill, rehabilitation and upgrade of Dushanbe Landfill should be based on a thorough understanding of the existing conditions in terms of available capacity, environmental and safety control such as leachate and gas management, landfill fire control measures and slope stability among others. A feasibility study will be

required for Landfill expansion options, including vertical expansion under the same footprint or horizontal expansion, taking into account all the geotechnical and environmental requirements.

This document provides detailed Terms of Reference (TOR) for a feasibility study and preliminary design of Dushanbe Landfill (the Landfill) Rehabilitation, which will enable the detailed design and tendering for implementation under a separate contract. The objectives of the Landfill Rehabilitation can be summarized as follows:

- i. Provide additional operational (i.e., waste disposal) capacity, within an engineered sanitary structure either through vertical or horizontal expansion of the landfill and;
- ii. Improve the environmental quality of Dushanbe landfill site; in respect of solid waste management, and adoption of the sanitary landfill method of disposal, to be more modern and effective in terms of environment, cost and sustainability.

### 1.1 Overview of Dushanbe Landfill Existing Conditions

Dushanbe Landfill (the Landfill) is located approximately 10 km east of Dushanbe City Centre. The landfill has been receiving waste since 1977 and currently occupies approximately 25 to 30ha. The current waste disposal rate is estimated to be 1,000 tonnes/day.



**Figure 1 – Dushanbe Landfill location**

The landfill lacks functioning environmental control systems in place and the current landfill operation is not based on landfill engineering principles. This has resulted in operational challenges and ineffective use of the available airspace, as well as significant environmental

degradation of the area over the years. A summary of main issues and challenges are highlighted below:

- i. Landfill fires: while landfill fires result in loss of waste mass and more space availability, toxic gaseous emissions can significantly harm human and environmental health and therefore should be prevented by implementing engineering control measures.
- ii. Lack of base impermeable liner system: leachate generated within the landfill can infiltrate the underlying soil and groundwater system, resulting in significant contamination of soil and groundwater.
- iii. Lack of leachate collection and management system: Leachate currently is accumulated by gravity in an unlined pond, through which it can potentially contaminate both surface water and groundwater.
- iv. Lack of gas collection and management system: Landfill gas generated at this site is emitted to the atmosphere with no or very limited control (e.g., through localized soil covers if any), which not only contributes to elevated greenhouse gas emission rates, but can also lead to landfill fires, that have been frequently experienced at this site.
- v. Lack of engineered systems for waste slope stability: This can lead to potential and actual safety hazards for the landfill operators and can also hinder efficient use of the existing disposal space availability.
- vi. Lack of surface water management system: any surface runoff encountering the open waste disposed of at this site becomes contaminated and can consequently contaminate the receiving water bodies.
- vii. Lack of litter control: Littering of the site and neighboring communities seems to be another concern regarding the waste disposal operations at this site.

Two pictures below and enclosed survey contours provided in Appendix A show the landfill status in 2022.



**Potos 1&2 – Dushanbe Landfill (October 2022)**

It should be noted that any expansion scheme of this landfill should take into account the above issues that the existing conditions entail and should aim at minimizing the environmental and safety impacts associated with the operation as well as providing appropriate (as per applicable standards) control measures for future expansion areas. The expansion of the landfill should take into account the existing waste filled areas as well as the surrounding lands around the perimeter of the existing waste disposal boundaries where available. Where applicable, creating new cells and/or utilizing the peripheral land as the foundation for vertical expansion should be considered.

While the focus of this feasibility study is on Dushanbe Landfill expansion, all relevant influencing factors such as changes (e.g., improvements such as landfill diversion) in the overall

waste management systems of the City of Dushanbe should be taken into account in completing the feasibility study and developing the preliminary design.

## **2. OBJECTIVES OF THE ASSIGNMENT**

The objective of this consultancy is to provide support to the State Unitary Enterprise (SUE) “Smart City” under executive state authority of Dushanbe city and the Government of Tajikistan to undertake the feasibility study and preliminary design for upgrading and expansion of Dushanbe Landfill. This assignment shall focus on completing a technical feasibility study (FS) for expansion of the Landfill capacity by considering appropriate and practically valid options for improvement of the landfill, extending the landfill lifespan, and developing frameworks for financially and technically sound and sustainable landfill operation. After completion of the FS that reviews different scenarios for the landfill infrastructure and operation improvement, a decision will be made on the technical approach. The Consultant will then develop preliminary design and cost estimates for the selected alternative and develop a design, operation and closure plan (DOCP) report for upgrading the Landfill to a Sanitary Landfill (SLF) including all environmental control systems. This includes developing all required design information, schedules, technical and performance specifications, standards, and all other information required to advance the project to the detailed design, construction and operation phase.

It should be noted that two other studies will be completed in parallel to this assignment by different consultants. These studies include (i) environmental and social impact assessment (ESIA) study, and (ii) feasibility study for collection and transportation of MSW at Dushanbe city. It is expected that the Consultant will closely collaborate with two other consultants in order to develop a unified output that will assist the project team under Smart City SUE to develop an integrated SWM system for Dushanbe and to make decisions on next steps for the detailed design and construction and operation of the landfill.

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### 3. SCOPE OF WORK

The scope of this consultancy is broken down into the following main tasks:

- i. Characterization of the existing conditions of Dushanbe Landfill
- ii. Detailed assessment of current legal, financial and institutional arrangements within Dushanbe city related to management and operations of Dushanbe Landfill
- iii. Development of a high-level landfill fire mitigation and prevention plan (outline)
- iv. Feasibility of landfill expansion through reviewing and conceptualizing options for landfill expansion and future operations
- v. Develop DOCP report and preliminary design and cost estimate for the selected landfill expansion options
- vi. Preparing bidding documents (BD) for next steps

#### **3.1 Task 1 – Characterization of the Existing Conditions of Dushanbe Landfill**

Characterization of the landfill will include surveying the landfill footprint and topographical features, as well as geotechnical, hydrological and hydrogeological investigations. In addition, the existing and projected incoming waste quantities and composition should be taken into consideration in order to calculate the available expansion capacity in all expansion scenarios.

##### **Surveying Works**

The Consultant shall carry out detailed topographical surveys for the entire site and adjacent properties available for horizontal expansion of the Landfill. The availability of land around the perimeter of the existing site boundaries should be identified and taken into account in the feasibility study for both vertical and horizontal expansion or a combination of both. The site survey shall include all boundaries, benchmarks, coordinates, networks, general location, angles, lengths, surrounding facilities, levels in 1-meter intervals, to enable the Consultant to prepare a detailed site layout, alignment, roads profiles, extent of embankment and cut slopes profiles, cross sections, general ground layouts and facilitate cut and fill calculations and other downstream work.

##### **Geotechnical/Soil and Hydrogeological Investigations and Analysis**

In geotechnical investigations, two areas should be investigated in terms of their geotechnical properties; (1) the waste filled areas, and (2) any area identified as available land that can be utilized either for new cell construction or as the foundation for vertical expansion of the waste filled areas and other features such as roads.

An investigation plan should be provided in the inception report wherein the type of intrusive investigation (boreholes, test pits), sampling locations, number of samples from the soil and

waste profile, standard operating procedure, health and safety along with other relevant details are provided.

It is critical to acquire an understanding of the characteristics of the disposed of waste, as a minimum, the depth of waste in various locations, moisture content, density, and bearing capacity.

For other areas, where soil is exposed and can potentially be utilized for expansion purposes, characterization of the geotechnical properties including density, grain size analysis (clay content), permeability, and more importantly, bearing capacity. The Consultant shall carry out geotechnical investigations to determine soil characteristics relevant to expansion of the landfill, including at a minimum soil and waste bearing capacity, shear test, grain size analysis, clay content and permeability. These parameters are essential for the determination of slope stability and load bearing capacity of the proposed site and design. Hydrogeological investigations will also be completed by the Consultant to determine groundwater table, flow characteristics and water quality (upstream and downstream of the Landfill). This information is essential for the development of an environmental control system (bottom liner) as well as environmental monitoring program (baseline data).

Aforementioned investigations preferably require drilling of adequate number of boreholes and a soil test, test pit investigations for in-situ and lab soil tests. A geotechnical investigation plan should be provided in the inception phase, providing the relevant details discussed above. It should be noted that at this stage (preliminary design), a minimum number of boreholes and test pits will suffice to be envisaged with the objective of complementing the data at the detailed design stage (not included in this study). The geotechnical and hydrogeological data and information acquired at the preliminary design stage will be presented in the bid documents to be prepared for the detailed design for further consideration of possible additional geotechnical field work.

#### **Climate data collection and analysis**

The Consultant will gather main climate data including precipitation, temperature, evaporation and wind direction and speed. This data will be used for calculating leachate and gas generation along with the incoming waste quantity and composition.

#### **Incoming waste stream characterization**

It is important to collect data and information on the existing and projected waste quantities and composition. The Consultant will use the historical waste generation data and develop projections for future waste generation in order to complete lifespan analysis for various landfill expansion scenarios. The Consultant is expected to coordinate the waste data baseline and projections with the Consultant carrying out the feasibility study for Dushanbe's overall waste management system.

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**Deliverables under Task 1:** All collected data and survey maps will be presented in Inception Report.

### **3.2 Task 2 – Review of Legal, Financial and Institutional Arrangements**

This task covers assessment of technical, institutional, financial and socio-economic aspects of service delivery related to waste disposal facility operations and management. The data and the evaluation of the current situation shall provide a reliable basis for planning for management and operations of the future Sanitary Landfill.

#### **Legal and Policy Aspects:**

Including review and description of national and local policies and prevailing principles, with a particular focus on the waste management and disposal;

#### **Institutional Aspects:**

Including assessment and analysis of the “status quo” situation of the current landfill operations done by Landfill SUE of the Dushanbe City, identifying and specifying responsibilities of relevant departments within SUE. The analysis shall cover the existing institutional and organizational set-up:

- i. Institutional analysis: institutional set-up, organizational structures, responsibilities, legal status and powers, legal framework, staffing profile, salary levels, etc.;
- ii. Assessment of the present administrative and managerial capacities of relevant Dushanbe City departments and Landfill SUE in view of sustainable planning, organizing and operation of the landfill;
- iii. Brief assessment of national procurement procedures and guidelines;
- iv. Analysis of the role, performance and capabilities of potential local private sector, as well as the potential engagement of international companies in the country;
- v. Analysis of the role of the informal sector in the current activities, and that how they may affect or be affected by future landfill operation;

#### **Financial Aspects:**

- i. Financing of current waste disposal activities (cost breakdown of key activities, fee system, taxes, subsidies, budget planning, financial indicators, legal framework, etc.);
- ii. Presentation of the actual overall financial situation and the specific income/expenditure as well as cost recovery situation related to the landfill SUE.

As conclusions from the inventory and problem analysis the Consultant shall clearly elaborate the following:

- i. detailed gap analysis, clearly indicating the technical, institutional/organizational and financial/economic deficiencies in the current landfill SUE and operations;
- ii. identification of key impediments and bottlenecks to improvements in waste disposal services (i.e. technical, environmental and financial sustainability of the landfill operations);

**Deliverables under Task 2:** All collected data and information under Tasks 1&2 will be presented in Inception Report as well as in form of in-person presentation (Workshop #1).

### **3.3 Task 3 - Development of Landfill Fire Control and Prevention Outline**

Fire control and prevention plan will be an integrated part of the expansion of the landfill as well as building new cells in areas not already used for waste disposal. It is understood that the disposal site, at its existing condition, has been and is experiencing landfill fires, the reasons of which might vary.

As part of the feasibility study and the preliminary design, a high-level fire management plan (outline) is required, wherein, the consultant should conduct the required site investigation, review landfill's current situation and any information available about historical fires at the landfill and develop a preliminary emergency fire mitigation and prevention plan. The fire mitigation plan will be used as the basis for a detailed landfill fire management plan which will be utilized to start mitigating and controlling the ongoing surface and subsurface fires at the landfill as the first steps for rehabilitation and construction of future horizontal and/or vertical expansion of the landfill. The plan will also be appended to the landfill DOCP and recommendations used by the landfill operator(s) to prevent and minimize risks of landfill fire in the future.

The landfill fire control and prevention outline should at least include:

- i. Introduction and Overview
- ii. Site Information and History and Type of Fires
- iii. Fire Control Strategies
- iv. Existing Fire Fighting Resources
- v. Health and Safety

**Deliverables under Task 3:** Landfill fire control and prevention outline will be submitted as a chapter of the DOCP report that will be developed under Task 5.

### **3.4 Task 4 – Feasibility Study of Dushanbe Landfill Expansion**

#### **3.4.1 Task 4.1 – Technical Feasibility of Landfill Expansion Options**

Dushanbe Landfill Expansion can be envisaged through two main options; (1) vertical expansion over the existing footprint of the landfill and (2) horizontal expansion by expanding the footprint of the landfill.

These two options should be analyzed based on the amount and type of waste to be received by the landfill, area of peripheral land available for either new cells or as the foundation for vertical expansion, based on which the expanded capacity of the landfill is to be determined.

The following criteria are recommended to be used for comparison of the above options. The Consultant can expand the list of influencing parameters to more site-specific characteristics and regulatory requirements.

- i. Capacity calculation (estimated lifespan)

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- ii. Regulatory requirements and limitations (e.g. land acquisition where needed considering the slope stability concerns)
  - iii. Embankment slope stability analysis integrated with the waste slope stability
  - iv. Leachate generation and hydraulics within the existing and expanded portions
  - v. Gas generation and migration
  - vi. Runoff calculation and stormwater management
  - vii. Approximate cost factor
  - viii. Technology requirement
  - ix. Use of resources (imported soil and construction supply)
  - x. Potential environmental and social impacts

The Consultant shall undertake a feasibility study for each option based on best engineering practices, meeting the World Bank (WB) standards including WB's Environmental, Health and Safety Guidelines (EHSGs), as well as any applicable local regulations. The FS reports shall include total estimated tonnage and volume of expected waste generation within the catchment area resulting from the Landfill expansion, compute all construction quantities to an accuracy of  $\pm 10\%$  for each phase (excavation, earth work, bottom liner layers, etc.) and provide approximated cost estimates. This should include the costs for installation of the environmental control systems (leachate management, LFG management, surface water management).

The scope of the work includes the completion of a technical feasibility study, including the development of conceptual designs, cost estimates and lifespan analysis for each option. The Consultant will then submit a draft FS report along with presentations to the Client for selection of best approach for further development of the preliminary design. Based on the preliminary design, the Consultant shall prepare all associated tender documents including Terms of Reference (TOR), design drawings, technical specifications and bidding documents (BD) for development of detailed designs and construction works (See Task 6).

#### **3.4.2 Task 4.2 – Evaluation of Scenarios for Sustainable Landfill Operation**

Based on the findings and gap analyses completed under Task 2, the Consultant will complete a thorough evaluation of potential scenarios for the landfill operations and will determine the most efficient, sustainable, and cost-effective approach for future operations of Dushanbe Landfill. Given that the feasibility study for Dushanbe's waste management system, including the waste collection system, will be carried out in parallel to this consultancy, the Consultant is expected to closely collaborate and exchange information with the consultant feasibility study for Dushanbe's waste management system.

Steps required under this task include:

- i. **Identification of Scenarios:** Identify and detail potential scenarios for landfill operations, considering factors such as management structure (municipal vs. private), technological implementations, and scale of operations.

- ii. **Technical Assessment:** Evaluate the technical feasibility of each scenario, taking into account current infrastructure, institutional/organizational capacity and setup, required upgrades, and long-term sustainability.
- iii. **Financial Analysis:** Conduct a cost-benefit analysis for each scenario, detailing required investments for capacity building and operational costs (presented at final cost per tonne for waste disposal).
- iv. **Environmental and Social Impact:** Assess the environmental and social implications of each scenario. This requires close collaboration and exchange of information with ESIA consultant to better gauge the environmental and social implications of each scenario.
- v. **Risk Analysis:** Identify potential risks associated with each scenario, covering operational, financial, environmental, and socio-political risks. The Consultant should also develop and present mitigation strategies for identified risks.

Based on these evaluations, the Consultant will rank the scenarios in terms of technical feasibility, cost per tonne, and long-term viability. The Consultant should develop clear recommendations for the preferred scenario, detailing the reasons for the selection and the steps required for implementation.

**Deliverables under Task 4:** A feasibility Study report will be submitted in Draft version along with a presentation of the options and results (Workshop #2). The FS report will be finalized upon review and approval of the Smart City SUE and the World Bank.

### **3.5 Task 5 – Preliminary Design, Cost Estimate and DOCP**

After the FS report submission and review of the proposed options for landfill expansion under task 4, a preferred expansion option will be selected. The Consultant should then further develop the landfill preliminary design for the selected expansion option by:

- i. Conducting a volumetric analysis (volume based on waste quantity, compaction rate, waste to cover ratio, etc.) and detailed lifespan analysis.
- ii. Estimating the changes or additional landfill footprint and corresponding additional lifespan.
- iii. Preparing a landfill layout showing landfill disposal cells, administrative facilities, environmental control systems such as leachate treatment area, landfill gas management, stormwater management, etc. The design should take into consideration the existing waste, its footprint, depth, and volume, and include provisions and methodologies to indicate remedial actions for the existing portions of the landfill, considering the recommendations of the Fire Control Plan.
- iv. The design of the leachate drainage, collection and management/treatment process/system shall take into consideration and discuss the main design principles (for example, leachate

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- generation rate estimate (Using HELP Model or Similar), precipitation data (and IDF Curves if available).
- v. Presenting the results of geotechnical and hydrogeological investigations for the proposed landfill site and applying the results into the design (for example, maximum landfill height based on soil bearing capacity, slope stability analysis and maximum allowable slopes (inner slopes and outer slopes), veneer analysis (impact of earthquake on slope stability), etc.)
- a) Preliminary geotechnical investigations to determine soil characteristics such as soil bearing capacity, moisture content, grain size analysis, clay content and permeability. These parameters are essential for determination of slope stability and load bearing capacity of the proposed site and design.
  - b) Hydrological investigations to determine groundwater table, flow and water quality (upstream and downstream of the existing landfill). This information is essential for development of an environmental control system (bottom liner) as well as environmental monitoring program (baseline data).
- vi. The design shall be presented as a set of design drawings in DWG and PDF format. The design drawings shall include but not necessarily be limited to:
- a) Landfill location map,
  - b) Updated geodetic surveying maps (existing contours) clearly indicating the design footprint,
  - c) Landfill site layout (buildings, roads, infrastructure, disposal cells, leachate treatment facility etc.),
  - d) Disposal cell base gradation,
  - e) Bottom liner layout and detail,
  - f) Leachate drainage system,
  - g) Waste placement plan and cross sections for year 1 and every consequent 5 years including intermediate and final caps where applicable,
  - h) Plan and cross sections of final cap,
  - i) Gas collection and management system including mechanical design,
  - j) Leachate treatment/management system including mechanical design,
  - k) Interim and final storm water management system layout and details,
  - l) Maintenance plan and program for the closed part of the landfill (gas installations and surface and ground water drainage system),
  - m) Indicative priced bill of quantities.
- vii. Cost for construction works shall be estimated based on updated land survey of existing conditions and the design of the disposal cells and their footprint. The cost estimates for the landfill expansion work shall include civil works required, investments for equipment, infrastructure (such as: access roads, equipment shelters, weighing scales, office space, landfill gas management facilities, leachate treatment facilities, as well as operation, maintenance and monitoring costs. Preliminary cost estimates for landfill construction shall

be presented in format of bill of quantities (BoQ) with estimated quantities and unit prices for each material proposed in the design (example, Liner, Geotextile, Pipe, Road, Building, etc.)

- viii. Operation costs shall be broken down into disposal operations (daily cover etc.), landfill gas and leachate treatment, environmental monitoring, maintenance and repair costs, construction of final closure, and post closure monitoring as well as office costs, insurance, wages, energy, etc.
- ix. The Consultant shall prepare a stand-alone design, operation and closure plan (DOCP) report including detailed analyses and info from points 1 to 8 above. The draft DOCP shall include:
  - a) Capital cost estimate (CAPEX) for development of the SLF including site development (in phases), infrastructure, equipment (based on the expected operation capacity), leachate and LFG management facilities etc.
  - b) Operational cost estimate (OPEX), as well as lifespan cost calculations including landfill closure and post closure monitoring for 30 years after final closure of the facilities. Operation costs shall be provided in breakdowns (e.g., disposal operations, daily and intermediate cover, LFG and leachate treatment operation and maintenance costs, environmental monitoring, other maintenance and repair costs, construction of final closure, and post closure monitoring as well as office costs, insurance, wages, energy etc.)
  - c) Gate fee (tipping fee) structure securing a long term financially sustainable operation.
- x. Suggested report Table of Content:
  - 1. Introduction
  - 2. Landfill site & infrastructure
    - a. Site historical information
    - b. Historical fill plan
    - c. General site layout
    - d. Surrounding land use
    - e. Climate
    - f. Geology
    - g. Hydrology
    - h. Hydrogeology
  - 3. Landfill design
    - a. Regulatory requirements and applicable standards
    - b. Final contour design
    - c. Cut, fill and recontouring analysis (Volumetric Analysis)
    - d. Horizontal and vertical expansions
    - e. Design capacity
    - f. Slope stability analysis
    - g. Leachate generation
    - h. Gas generation

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- i. Cell expansion and basal liner design
  - j. Vertical expansion features and design implications
  - k. Leachate drainage and collection system
  - l. Perimeter leachate collection system
  - m. Leachate management/treatment system
  - n. Gas collection system
  - o. Gas management system
  - p. Final cap design
  - q. Filling plan
  - r. Waste characterization and lifespan analysis
  - s. Waste minimization facilities and strategies
4. Landfill operations
    - a. Soil supply and storage
    - b. Waste acceptance policy
    - c. Wildlife management
    - d. Waste compaction
    - e. Fill area operation
    - f. Service and access roads
    - g. Supervision
    - h. Data management
    - i. Scavenging
    - j. Emergency response and fire prevention and mitigation outline
    - k. Operation of environmental control systems
    - l. Environmental monitoring
    - m. Contingency plan
  5. Closure and post-closure plans
  6. Financial security
    - a. Capital costs
    - b. Operation costs
    - c. Closure and post-closure costs
    - d. Cash flow analysis
    - e. Tipping fee structure
  7. Institutional structure

**Deliverables under Task 5:** The DOCP report will be submitted in draft and final versions (including design drawings) as well as presentation of the design (Workshops #2 & #3).

### **3.6 Task 6 - Bidding Documents for the Landfill Expansion Detailed Design**

As the final step of this Consultancy and once the technical approach for landfill rehabilitation and lifespan extension and the preliminary design is finalized, the Consultant shall prepare the documents as a standalone package for the contracting of detailed design and construction works for fire mitigation, landfill rehabilitation and expansion in accordance with the WB guidance and standard procedures for International Competitive Bidding. Variant options may include a design build (DB) or design, build and operate (DBO) tender; a decision on contracting models will be made by the project team under Smart City SUE based on the results and recommendations of the FS and Tasks 4 and 5 in particular. These packages should be based on the World Bank DB and DBO standard templates and include:

- i. Bidding Documents (including Terms of Reference and Technical Specifications)
- ii. Site information and preliminary design drawings
- iii. Preliminary Bill of Quantities
- iv. Applicable standards and regulations, as well as any additional requirements for technical specifications and ESMP (from ESIA study)
- v. Any additional information required for the preparation of detailed design for rehabilitation, construction and operation of Dushanbe Landfill.

**Deliverables under Task 6:** Draft and Final BD.

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## **4. DELIVERABLES**

Each of the deliverables/outputs will be reviewed and cleared by a review team that will provide their views/comments to the Consultant for response and modification of the report, as necessary. The Smart City SUE and the World Bank review team may ask the Consultant to attend meetings and give a detailed presentation to assist them to obtain clarification on the issues and recommendations. Acceptance of the reports by the review team is essential to move forward to successive tasks.

The Consultant shall also provide the necessary level of quality assurance and control of the work. The Consultant shall implement its internal quality control and assurance procedures during the execution of the Contract, and shall demonstrate that they are being applied to the work.

The Consultants shall submit a soft copy of each of the following deliverables to the Employer's satisfaction.

### **4.1 Inception Report**

The Consultant shall prepare an Inception Report for the study in which the Consultant shall review the existing documents, conduct site visit and assess the actual current conditions in the project area with those anticipated in the Terms of Reference (See tasks 1 and 2) and the Consultant's Proposal, and propose any alterations of the study program if deemed necessary for the project's success. Further, the Inception Report shall contain a revised time schedule containing a detailed study program for the remaining project tasks and scope.

### **4.2 Draft Feasibility Study and DOCP Reports**

The Consultant shall present a Draft Feasibility Study, Fire Control and Prevention Plan, and DOCP Reports which will be in compliance with accepted international standards for projects of this nature and shall comprise the full documentation of the technical characteristics of the project at a feasibility level of detail, together with the results of the above-mentioned technical and institutional/organizational assessments and be aligned with all other project components (collection/ transportation and ESIA).

### **4.3 Final Feasibility Study and DOCP Reports**

The Consultant shall prepare a Final Feasibility Study, Fire Mitigation and DOCP Reports that will include the results of any comments received on the draft report from the Employer.

### **4.4 Bidding Documents Draft and Final**

Upon finalization of the FS and DOCP, the Consultant will prepare a package for a DB or DBO tender in draft, and once reviewed and commented by the client, in final format.

### **4.5 Progress Reports**

Every month after commencement of work, the Consultant shall prepare brief progress reports in order to keep the Employer and other relevant parties informed about the progress of the project. The necessary content of these Progress Reports shall be agreed with the Client at the outset of the study but is envisaged to include project progress and staff inputs during the period, any issues which require attention and measures proposed to ensure the success of the study.

#### **4.6 In-person Presentations and Knowledge Transfer**

To better facilitate the review process, the Consultant will prepare presentations along with submission of the Inception report as well as Draft report submission for review of alternatives for landfill expansion and operation. The Consultant will prepare PowerPoint presentations in both English and Russian language and present a summary of findings, calculations, and conceptualized technical approaches and options going forward. In addition, the Consultant will deliver up to two (2) technical in-person training sessions to Smart City SUE staff and Landfill SUE staff, with timing and detailed topics to be defined during the inception stage of the Consultancy.

#### **4.7 Report & Deliverables Format**

All reports and deliverables shall be submitted both in electronic copy (in PDF and editable version – Excel, PowerPoint, Word file, or AutoCad, or any other file format used to prepare the report/deliverable) and hard copy if requested. All reports/documents shall be prepared in English and Russian and delivered to the Client. In-person presentations shall be delivered in both English and Russian Languages.

## 5. PROJECT TIME LINE AND DELIVERABLES MILESTONES

The assignment will commence in March 2025 or earlier and is expected to be concluded within 28 weeks. The Consultant shall be available to answer any questions or clarify any information within this period. After each draft report submission (i.e., #3 & #6 below), the Consultant shall allow two (2) weeks for review and comments on the draft by Smart City SUE and the World Bank. The Consultant shall estimate draft deliverable dates to ensure final reports can be delivered on time to be approved by the Smart City SUE and the World Bank.

#	Milestone	Description	Due from Project start
1	Assignment Overview	Present an overview of the assignment, time schedule, key issues, and approach	2 weeks
2	Inception Report (including Landfill characterization and assessment of legal, financial and institutional arrangements) and Workshop 1	<p><b><u>Deliverable</u></b></p> <p>2.a. Inception Report</p> <p>2.b. Presentation (In-person) of Inception Report</p>	8 weeks
3	Draft Presentation of Alternatives and Workshop 2	<p><b><u>Deliverable</u></b></p> <p>3.a. Draft feasibility study report and presentation of alternatives for Landfill Rehabilitation, Expansion and Operation.</p> <p>3.b. Draft DOCP Report Structure (appended to FS Report), including Draft Fire Control and Prevention Outline</p> <p>3.c. In-person Presentation of Calculations, Analyses and derived Alternatives</p>	16 weeks
4	Employer's approval of Draft Feasibility Report proposals	Hold Point - Employer's approval on Draft Feasibility Report and proposed Alternatives	18 weeks
5	Final Feasibility Study Report and Workshop 3	<p><b><u>Deliverable</u></b></p> <p>5.a. Final Feasibility Study Report</p> <p>5.b. Final DOCP Report and Preliminary Design Drawings</p>	22 weeks

Section 7. Terms of Reference

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#	Milestone	Description	Due from Project start
		5.c. In-person Presentation of final Preliminary Design and Cost Estimate	
6	Draft DB or DBO Standard Procurement Document	<b><u>Deliverable:</u></b> 6.a. Draft DB or DBO Standard Procurement Document to be submitted	24 weeks
7	Employer's approval of Draft Bidding Document	Hold Point - Employer's approval on Draft Bidding Documents	26 weeks
8	Final DB or DBO Standard Procurement Document	<b><u>Deliverable:</u></b> 8.a. DB or DBO Standard Procurement Document	28 weeks
9	Progress Reports	<b><u>Deliverable:</u></b> Monthly Progress Reports to be submitted two working days after the end of each month.	Each Calendar month plus two working days
10	Project Wrap up	Wrap up meeting, review of lessons learnt and next steps	28 weeks

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## 6. TERMS OF PAYMENT

The Consultant will be paid for the services in five instalments as specified below. The release of each instalment is subject to the acceptance of the corresponding deliverable(s) as Satisfactory by the Client and the WB review team.

<b>Milestone No.</b>	<b>Description</b>	<b>From start of contract</b>
0.	Project Sign-off	0 weeks
2.	Submission of Inception Report (See section above)	8 weeks
3.	Draft Submission and Presentation of Alternatives (Payment will be made upon acceptance of the Report)	16 weeks
5.	Submission of Final FS, DOCP and Fire Mitigation Reports (Including Design Drawings and Cost Estimate)	22 weeks
8.	Submission of Final Bidding Documents (Including Technical Specification, Bill of Quantity)	28 weeks
	<b>Total weeks</b>	<b>28 weeks</b>

## 7. QUALIFICATION REQUIREMENTS

The consulting firm should possess good experience in developing and designing solutions for municipal solid waste collection, transportation, treatment and disposal and should have designed at least three (3) sanitary landfills (landfill expansion, final closure, etc.) in the last 5 years.

Key experts have a crucial role in implementing the contract. The tenderer shall submit CVs and Statements of Exclusivity and Availability for the key experts described below.

National technical expertise is an added value for implementation of the project activities. The Consultant is encouraged to involve experts with technical knowledge and experience of national waste management practices and landfill projects.

The Consultant shall ensure that key and/or non-key staff is proficient in both English, Russian and Tajik languages to enable communication with staff from Smart City SUE, the landfill SUE, the World Bank task team, and other relevant stakeholders.

All experts must be independent and free from conflicts of interest in the responsibilities they take on. The experts shall follow standard ethics with diligence and high degree of professionalism.

The Contractor's key experts (KE) to be assigned for successful completion of the project must have an outstanding track record and extensive professional and educational background in the various fields of studies described below. Facilitation and communication skills would be an asset.

### **KE 1: Project Manager**

The Project Manager will lead the implementation of all tasks and retain the leadership and capacity of overall coordination, communication as well as the quality control of the project's outputs and outcomes. The Project Manager will be part of and will manage the team of experts, will organize all aspects of technical project work, ensure good communication with the PIG under Smart City SUE and liaise with the World Bank's Task Team Leader (TTL) and the project team. All key experts will report to her/him on the implementation of the task(s) they lead respectively. S/he should demonstrate both engineering as well as project management/administration experience in SWM projects, including experience with procedures of international lending agencies (preferably WB procedures).

The Project Manager will be the single point-of-contact and is expected to be a senior professional responsible for delivering high-quality and timely deliverables consistent with the ToR. S/he will manage all the consultant team's activities and must have significant experience in managing similar projects. S/he will directly report to the World Bank's team leader(s) for this project.

The Project Manager is required to hold a master's degree in civil engineering, geology or other relevant fields, have at least 15 years of professional experience in related works and experience from at least three (3) international projects. One of the below required key experts could act as Project Manager, if qualified.

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**KE 2: Solid Waste Management Specialist**

Civil/Environmental engineer with a minimum of bachelor's degree in respective subjects and with at least 15 years of experience in solid waste management projects including SWM system planning, waste transportation, waste treatment technologies technical and financial feasibility assessment and design and/or construction supervision.

**KE 3: Landfill Engineer**

Civil/Environmental engineer with a minimum of bachelor's degree in respective subjects and with at least 10 years of experience in designing, construction planning and laying procedures for operation of sanitary landfill.

**KE 4: Civil Engineer; hydrology and hydrogeology**

Engineer with a minimum of Bachelor of Science degree in hydrology and hydrogeology and at least 10 years of work experience in hydrogeological investigation and assessment and stormwater management.

**KE 5: Chemical/Environmental Engineer**

Engineer with a minimum of Bachelor of Science degree in respective subjects. Experienced in water quality, degradation processes of waste in landfills and design of leachate and gas collection, treatment and disposal systems.

The indicative time input of key experts for the completion of the assignment is as follows:

Consultants	Indicative minimum input (working days)	Minimum Local Presence (Percent)
KE 1: Project Manager	60	20
KE 2: Solid Waste Management Specialist	55	25
KE 3: Landfill Engineer	90	20
KE 4: Civil Engineer; hydrology and hydrogeology	40	50
KE 5: Chemical/Environmental Engineer	70	20

The Consultant's proposal must fully describe the key experts to be assigned to the project, their precise domain of expertise applicable to the project, their individual roles in the achievement of the project objectives, and the timing, duration and location of their assignments.

All key experts having had professional experience in the beneficiary ministries/institutions must have terminated their work contacts in the above said ministries/institutions at least six months before the signing of this contract.

The Consultant is responsible for ensuring that all necessary qualifications for the described tasks are covered. Experience will only be counted as of the day the required diploma was obtained. Experience in excess of the upper threshold will not be taken into account during the

scoring of the offers. In case of part-time employment, only the actually worked time will be taken into account.

**Non-Key Experts**

The Consultant must select and hire other experts as required to implement these Terms of Reference. CVs for experts other than the key experts are not examined prior to the signature of the contract. CVs for non-key experts should not be submitted in the tender, but the tenderer will have to demonstrate in their offer that they have access to experts with the required profiles. An indicative list of expertise required for non-key experts is as follows:

- i. Expertise related environmental impacts and natural hazards, including risks related to climate change
- ii. Expertise related to hazardous materials and landfill fires
- iii. Institutional, legal, and procurement expertise regarding waste management landfill construction and operation
- iv. Financial (modeling) and accounting expertise

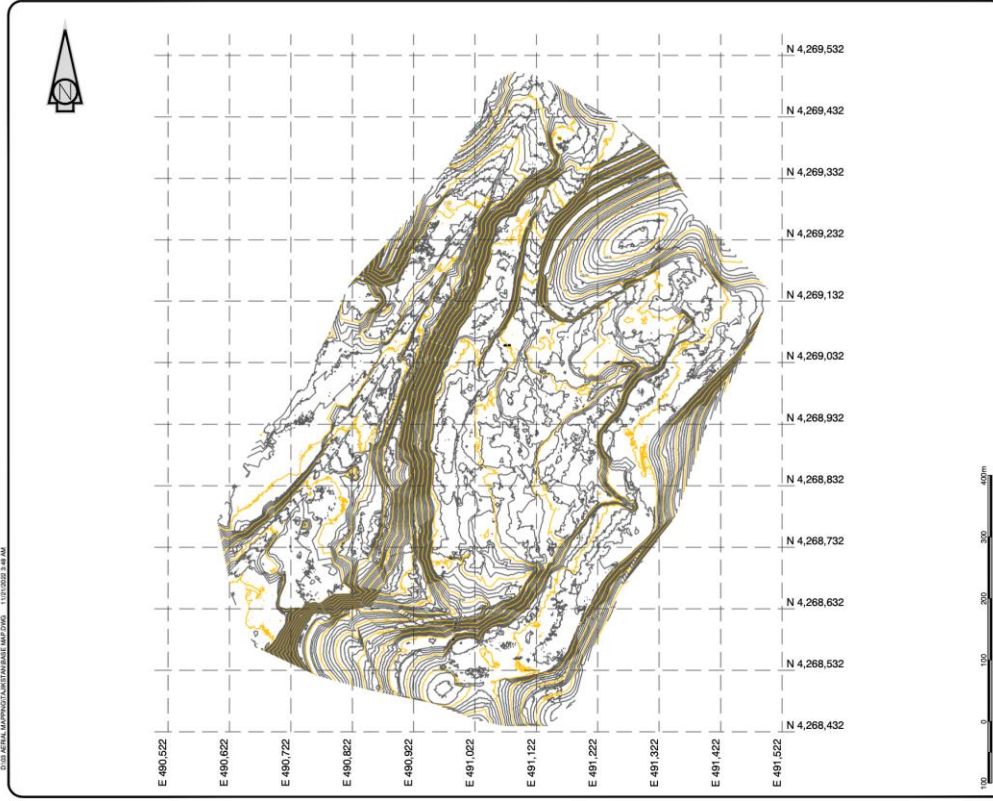
The selection procedures used by the Consultant to select non-key experts must be transparent, and must be based on pre-defined criteria, including professional qualifications, language skills and work experience, and shall be approved by the PIG under Smart City SUE. The findings of the selection panel must be recorded. The selected experts must be subject to approval by the PIG under Smart City SUE before the start of their implementation of tasks according to a preliminary agreed methodology.

The Consultant must ensure that experts are adequately supported and equipped. In particular, the Consultant must ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely fashion.

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**APPENDIX A: PRELIMINARY SURVEY CONTOURS OF DUSHANBE  
LANDFILL IN OCTOBER 2022**

Section 7. Terms of Reference



**GEOMOUNT**  
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OUR SERVICES: ENGINEERING DESIGN & DRAFTING, GEOSPATIAL TECHNOLOGIES & GIS, LASER SCANNING AND PHOTOGRAMMETRY, UAV BATHYMETRY & UNDERWATER INSPECTION, LASER SCANNING, 3D AND 2D BUILT DRAWINGS, VISUAL APPLICATIONS

LEGEND:  
— 1m EXISTING CONTOUR  
— 5m EXISTING CONTOUR  
— GRID LINES

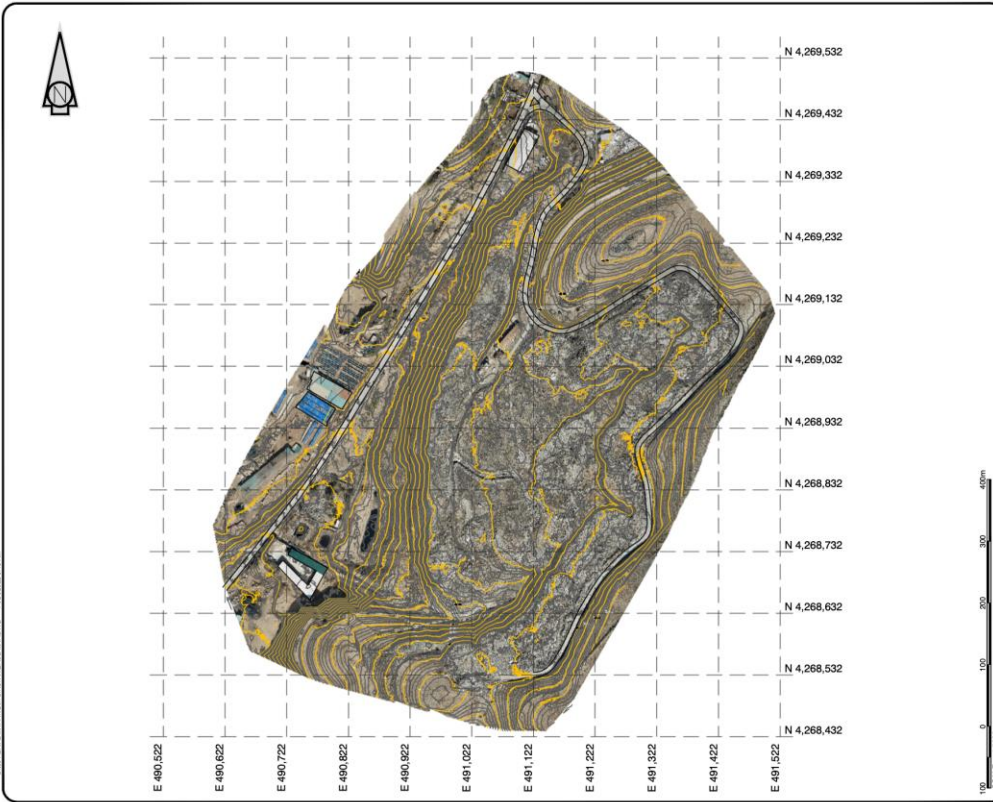
THESE DRAWINGS ARE INTENDED TO REPRESENT THE SCOPE OF WORK. IT IS NOT APPROPRIATE FOR CONSTRUCTION.

CLIENT: **ISWM Consulting Ltd.**  
Integrated Solid Waste Management

PROJECT: **DUSHANBE LANDFILL**

TITLE: **1M CONTOURLINE BASE MAP**

SCALE: 1:5000	DESIGN DATE: 2022-11-03	MAPPING DATE: 2022-10-18
PROJECT NO: PRLJ22016	DRAWING NO: <b>FIGURE 01</b>	
DESIGNED: HS		



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LEGEND:  
— 1m EXISTING CONTOUR  
— 5m EXISTING CONTOUR  
— GRID LINES

THESE DRAWINGS ARE INTENDED TO REPRESENT THE SCOPE OF WORK. IT IS NOT APPROPRIATE FOR CONSTRUCTION.

CLIENT: **ISWM Consulting Ltd.**  
Integrated Solid Waste Management

PROJECT: **DUSHANBE LANDFILL**

TITLE: **1m CONTOURLINE OF AERIAL SURVEY W/ ORTHO**

SCALE: 1:5000	DESIGN DATE: 2022-11-03	MAPPING DATE: 2022-10-18
PROJECT NO: PRLJ22016	DRAWING NO: <b>FIGURE 02</b>	
DESIGNED: HS		

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## **PART II**

### **Section 8. Conditions of Contract and Contract Forms**



**LUMP-SUM FORM OF CONTRACT**

**STANDARD FORM OF CONTRACT**

**Consultant's Services**  
Lump-Sum



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**CONTRACT FOR CONSULTANT'S SERVICES**

**Lump-Sum**

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

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

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

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

**between**

---

*[Name of the Client]*

**and**

---

*[Name of the Consultant]*

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



## I. Form of Contract

### LUMP-SUM

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

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

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

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received *[or has applied for]* a loan *[or credit or grant]* from the *[insert as relevant, International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA)]*: toward the cost of the Services and intends to apply a portion of the proceeds of this *[loan/credit/grant]* to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the *[loan/financing/grant]* agreement, including prohibitions of withdrawal from the *[loan/credit/grant]* account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the *[loan/financing/grant]* agreement or have any claim to the *[loan/credit/grant]* proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee

Appendix E: Code of Conduct for Experts

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

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

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

For and on behalf of *[Name of Client] [Authorized Representative of the Client - name, title and signature]*

For and on behalf of *[Name of Consultant or Name of a Joint Venture] [Authorized Representative of the Consultant - name and signature] [For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]*

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

*[Name of the lead member]*

---

*[Authorized Representative on behalf of a Joint Venture]*

---

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



## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
  - (b) **“Bank”** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
  - (c) **“Borrower”** means the Government, Government agency or other entity that signs the financing agreement with the Bank.
  - (d) **“Client”** means the implementing agency that signs the Contract for the Services with the Selected Consultant.
  - (e) **“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) **“Day”** means a working day unless indicated otherwise.
  - (i) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
  - (j) **“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.
  - (k) **“Foreign Currency”** means any currency other than the currency of the Client's country.
  - (l) **“GCC”** means these General Conditions of Contract.

- 
- (m) **“Government”** means the government of the Client's country.
- (n) **“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.
- (o) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (p) **“Local Currency”** means the currency of the Client's country.
- (q) **“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.
- (r) **“Party”** means the Client or the Consultant, as the case may be, and **“Parties”** means both of them.
- (s) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) **“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.
- (v) **“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 or Client's Personnel.

- (w) **“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.
- (x) **“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.

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

## 5. Headings

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.

## 6. Communications 6.1

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.

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.

### 6.2

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.

## 7. Location

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

## **B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

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

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

- 
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 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 fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- c. Measures to be Taken**
- 17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
  - (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 49 & 50.
- 18. Suspension**
- 18.1. The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the

---

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

**19. Termination**

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

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 50.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the  
Consultant**

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

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

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

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.

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

### **C. OBLIGATIONS OF THE CONSULTANT**

#### **20. General**

- a. Standard of Performance**
- 20.1. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. As required in the **SCC**, the Consultant shall take additional measures to manage cyber security risks related to the Contract. 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 F- 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 Subconsultants, 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.

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

**21. Conflict of Interest**

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

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 43 through 47) 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 in Certain Activities**

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

**c. Prohibition of Conflicting Activities**

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

**d. Strict Duty to Disclose Conflicting Activities**

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

**22. Confidentiality**

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

23.1. Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be provided by the Applicable Law.

**23. Liability of 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.

**24. Insurance to be taken out by the Consultant**

The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

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**25. Accounting,  
Inspection and  
Auditing**

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

**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 Sub-Clause 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).

26.1. 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.

**26. Reporting  
Obligations**

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

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

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. Code of Conduct**

29.1. The Consultant shall have a Code of Conduct for the Experts. 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 Expert 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 locations where the Services are provided. The posted Code of Conduct shall be provided in languages comprehensible to the Experts and the Client's Personnel.

## **30. Forced Labor**

30.1. 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.

### **31. Child Labor**

31.1. 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 Consultant with the Client's consent. 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.

**32. Non  
Discrimination and  
Equal Opportunity**

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 31).

**33. Training of  
Experts**

33.1. The Consultant shall provide appropriate sensitization to the Experts on social aspects of the Contract, including on prohibition of SEA and SH.

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

**D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**

**34. Description of Key  
Experts**

34.1. The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B.**

**35. Replacement of Key  
Experts**

35.1. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

35.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

**36. Removal of Experts or Sub-consultants** 36.1. 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) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; or
  - (e) undertakes behaviour which breaches the Code of Conduct; the Consultant shall, at the Client's written request, provide a replacement.
- 36.2. 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.
- 36.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 36.4. Subject to the requirements in Sub-Clause 36.3, 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 (e) above. Such immediate action shall include removing (or causing to be removed) from carrying out the Services, any Expert who engages in (a) to (e) above.
- 36.5. The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

## **E. OBLIGATIONS OF THE CLIENT**

**37. Assistance and Exemptions** 37.1. 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.

**38. Access to Project Site**

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

**39. Change in the Applicable Law Related to Taxes and Duties**

39.1. If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or

decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1

**40. Services, Facilities and Property of the Client** 40.1. 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**.

**41. Counterpart Personnel** 41.1. 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**.

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

**42. Payment Obligation** 42.1. In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

## **F. PAYMENTS TO THE CONSULTANT**

**43. Contract Price** 43.1. The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

43.2. Any change to the Contract price specified in Clause GCC 43.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

**44. Taxes and Duties**

- 44.1. 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**.
- 44.2. 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.

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- 45. Currency of Payment** 45.1. Any payment under this Contract shall be made in the currency (ies) of the Contract.
- 46. Mode of Billing and Payment** 46.1. The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 43.1.
- 46.2. The payments under this Contract shall be made in lump-sum instalments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.
- 46.2.1 *Advance payment:* Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.
- 46.2.2 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
- 46.2.3 *The Final Payment.* The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
- 46.2.4 All payments under this Contract shall be made to the accounts

of the Consultant specified in the **SCC**.

46.2.5 With the exception of the final payment under 46.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

**47. Interest on Delayed Payments**

47.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

**G. FAIRNESS AND GOOD FAITH**

**48. Good Faith**

48.1. 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**

**49. Amicable Settlement**

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

49.2. 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 50.1 shall apply.

**50. Dispute Resolution**

50.1. 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.

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## **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, subcontractors, 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

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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;<sup>5</sup> (ii) to be a nominated<sup>6</sup> 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 inspect<sup>7</sup> 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.

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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.

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. 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)	<b>The Contract shall be construed in accordance with the law of the Republic of Tajikistan</b>
4.1	<b>The language is: English.</b>
6.1 and 6.2	<p><b>The addresses are</b></p> <p>Client: City SUE “Smart City” of the Executive State Authority of Dushanbe</p> <p>Attention: Boboev Sangin, Project Manager E-mail: <a href="mailto:dsudp@dsc.tj">dsudp@dsc.tj</a></p> <p>Consultant:</p> <p>Attention: Facsimile: E-mail (where permitted):</p>
8.1	<p><i>[If the Consultant consists only of one entity, state “N/A”;</i> <i>OR</i> <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p><b>The Lead Member on behalf of the JV is _____</b> <i>[insert name of the member]</i></p>
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b> Boboev Sangin, Project Manager</p> <p><b>For the Consultant:</b> <i>[name, title]</i></p>
11.1	<b>The effectiveness conditions are the following:</b> Availability of key staff
12.1	<b>Termination of Contract for Failure to Become Effective:</b>

	<b>The time period shall be 4 weeks.</b>
<b>13.1</b>	<p><b>Commencement of Services:</b></p> <p><b>The number of days shall be two weeks.</b></p> <p>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.</p>
<b>14.1</b>	<p><b>Expiration of Contract:</b></p> <p><b>The time period shall be September XX, 2025.</b></p>
<b>20.1</b>	<b>Not applicable</b>
<b>21 b.</b>	<p><b>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</b></p> <p>Yes, V No</p>

23.1	<b>No additional provisions.</b>
24.1	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p>(a) <b>Professional liability insurance, with a minimum coverage of Contract price;</b></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 in accordance with the applicable law in the Republic of Tajikistan;</p> <p>(c) Third Party liability insurance, with a minimum coverage of in accordance with the applicable law in the Republic of Tajikistan;</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> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.1	There are no exceptions to proprietary rights provisions.
27.2	<b>The Consultant shall not use 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 or the Client in the course of the Services for purposes unrelated to this Contract without the prior written approval of the Client.</b>
43.1	<p><b>The Contract price is:</b> _____ <i>[insert amount and currency for each currency as applicable] [indicate: inclusive or exclusive] of local indirect taxes.</i></p> <p><b>Any indirect local taxes (in accordance with the Tax Code of the Republic of Tajikistan Article 239, p.7) chargeable in respect of this Contract for the Services provided by the Consultant shall "be paid" by the Client.</b></p>

	<p>The amount of such taxes is _____ [insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.</p>
44.1 and 44.2	<p>The Client warrants that the Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(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;</li> <li>(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;</li> <li>(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"> <li>(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</li> <li>(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.</li> </ul> </li> </ul>

46.2	<p><b>The payment schedule:</b></p> <p><b>1<sup>st</sup> payment:</b> Ten percent (10 %) of the contract amount shall be paid upon submission of Inception Reports acceptable to Client.</p> <p><b>2<sup>nd</sup> payment:</b> Twenty-five percent (25%) of the contract amount shall be paid upon submission of Draft Presentation of Alternatives Report acceptable to the Client</p> <p><b>3<sup>rd</sup> payment:</b> Thirty percent (30%) of the contract amount shall be paid upon submission of the Final FS, DOCP and Fire Mitigation Reports (Including Design Drawings and Cost Estimate), acceptable to the Client.</p> <p><b>Final payment:</b> Thirty five percent (35%) of the contract amount shall be paid upon submission Final Bidding Documents (Including Technical Specification, Bill of Quantity) acceptable to the Client.</p>
46.2.1	N/A
46.2.4	<p><b>The accounts are:</b></p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>
47.1	<p><b>The interest rate is:</b> <i>The Consultant's Banker's prime lending rate.</i></p>
50.1	<p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <ol style="list-style-type: none"> <li>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> <li>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</li> </ol> </li> </ol>

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	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<i>If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>the country of incorporation of the Consultant [<i>If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or</p> <p>(b) the country in which the Consultant's [or any of their members or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or any of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
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## **IV. Appendices**

### **APPENDIX A - TERMS OF REFERENCE**

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

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

### **AppENDIX B - KEY EXPERTS**

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

### **AppENDIX C - BREAKDOWN OF CONTRACT PRICE**

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

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

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

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Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 46.2.3 of this Contract. ”]

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

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

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

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

1 Expressed as percentage of 1

2 Expressed as percentage of 4

\* If more than one currency, add a table

\_\_\_\_\_  
Signature \_\_\_\_\_  
Date

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

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## APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

*[See Clause GCC 42.2.1 and SCC 46.2.1]*

*{Guarantor letterhead or SWIFT identifier code}*

### Bank Guarantee for Advance Payment

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

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

**Date:** \_\_\_\_\_ *[insert date]* \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ *[insert number]* \_\_\_\_\_

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

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

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ *[amount in figures]* ( \_\_\_\_\_ ) *[amount in words]*<sup>8</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

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

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at

the latest, upon our receipt of the payment certificate or paid invoice indicating that the

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<sup>8</sup>The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

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Consultant has made full repayment of the amount of the advance payment, or on the \_\_ day of \_\_[month] \_\_\_\_\_, [year]\_\_,<sup>9</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

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*[signature(s)]*

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

## **APPENDIX E - CODE OF CONDUCT FOR EXPERTS**

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<sup>9</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

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

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

Consultant's Name: *[insert full name]* Date: *[insert day, month,  
year]* Joint Venture Member's or Sub-consultant's Name: *[insert  
full name]* RFP No. and title: *[insert RFP number and title]* Page  
*[insert page number]* of *[insert total number]* pages

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**SEA and/or SH Declaration**

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We:

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

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

## **PART III**

### **Section 9. Notification of Intention to Award and Beneficial Ownership Forms**

## Notification of Intention to Award

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

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

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

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

## Notification of Intention to Award

**Client:** *[insert the name of the Client]* **Contract title:** *[insert the name of the contract]*

**Country:** *[insert country where RFP is issued]*

**Loan No. /Credit No. /Grant No.:** *[insert reference number for loan/credit/grant]* **RFP No:** *[insert RFP reference number from Procurement Plan]*

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

- a) request a debriefing in relation to the evaluation of your Proposal, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.
- c)

### 1. The successful Consultant

**Name:**

*[insert name of successful Consultant]*

**Address:**

*[insert address of the successful Consultant]*

**Contract price:**

*[insert contract price of the successful Consultant]*

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

Name of Consultant	Submitted Proposal	<i>[use for FTP]</i> Overall technical scores	<i>[use for STP]</i> Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
<i>[insert name]</i>	<i>[yes/no]</i>	<b>Criterion (i):</b> <i>[insert score]</i> <b>Criterion (ii):</b> <i>[insert score]</i> <b>Criterion (iii):</b> <i>[insert score]</i> <u>Sub-criterion a:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion b:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion c:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <b>Criterion (iv):</b> <i>[insert score]</i> <b>Criterion (v):</b> <i>[insert score]</i> <b>Total score:</b> <i>[insert score]</i>	<b>Criterion (i):</b> <i>[insert score]</i> <b>Criterion (ii):</b> <i>[insert score]</i> <u>Sub-criterion a:</u> <i>[insert score]</i> <u>Sub-criterion b:</u> <i>[insert score]</i> <u>Sub-criterion c:</u> <i>[insert score]</i> <b>Total score:</b> <i>[insert score]</i>	<i>[Proposal price]</i>	<i>[evaluated price]</i>	<u>Combined Score:</u> <i>[combined score]</i> <u>Ranking:</u> <i>[ranking]</i>
<i>[insert name]</i>	<i>[yes/no]</i>	<b>Criterion (i):</b> <i>[insert score]</i> <b>Criterion (ii):</b> <i>[insert score]</i> <b>Criterion (iii):</b> <i>[insert score]</i> <u>Sub-criterion a:</u> 1: <i>[insert score]</i>	<b>Criterion (i):</b> <i>[insert score]</i> <b>Criterion (ii):</b> <i>[insert score]</i> <u>Sub-criterion a:</u> <i>[insert score]</i> <u>Sub-criterion b:</u> <i>[insert score]</i>	<i>[Proposal price]</i>	<i>[evaluated price]</i>	<u>Combined Score:</u> <i>[combined score]</i> <u>Ranking:</u> <i>[ranking]</i>

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

Name of Consultant	Submitted Proposal	<b>[use for FTP]</b> <b>Overall technical scores</b>	<b>[use for STP]</b> <small>(if applicable)</small> <b>Overall technical scores</b>	<b>Financial Proposal price</b> <small>(if applicable)</small>	<b>Evaluated</b> <small>(v): [insert score]</small>	<b>Combined score and ranking</b> <small>(if applicable)</small>
<i>[insert name]</i>	...					

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

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

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

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

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

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

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

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

**Agency:** *[insert name of Client]*

**Email address:** *[insert email address]*

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

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

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

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

**5. How to make a complaint**

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

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

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

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

**Agency:** *[insert name of Client]*

**Email address:** *[insert email address]*

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

[At this point in the procurement process] [ Upon receipt of this notification] you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the “Procurement Regulations for IPF Borrowers (Procurement Regulations) (Annex III).” You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance “How to make a Procurement-related Complaint” provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an ‘interested party’. In this case, that means a Consultant who has submitted a Proposal in this selection process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

## 6. Standstill Period

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

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

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension.

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

On behalf of *[insert the name of the Client]*:

**Signature:** \_\_\_\_\_

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

**Title/position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_



## Beneficial Ownership Disclosure Form

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

*This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Consultant<sup>1</sup>. In case of joint venture, the Consultant must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

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

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

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

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

To: *[insert complete name of Client]*

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

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

### **Details of beneficial ownership**

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

<i>nationality, country of residence]</i>			
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**OR**

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

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

**OR**

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

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

**Name of the Consultant:** 1 2 <sup>3</sup>[insert complete name of the Consultant]

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

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

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

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

<sup>2</sup> In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Consultant. In the event that the Consultant is a joint venture, each reference to “Consultant” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

<sup>3</sup> Person signing the Proposal shall have the power of attorney given by the Consultant. The power of attorney shall be attached with the Proposal Schedules.