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# **TERMS OF REFERENCE FOR CONSULTANCY FIRM TO CONDUCT GEO TAGGING & REGISTRATION OF HEALTH CARE ESTABLISHMENTS IN KHYBER PAKHTUNKHWA THROUGH KP-HCIP**

## **1. INTRODUCTION**

### **The Khyber Pakhtunkhwa Human Capital Investment Project (KP HCIP)**

The Government of Pakistan, through the support of the World Bank i.e. Khyber Pakhtunkhwa Human Capital Investment Project (Health Component), is intending to improve primary healthcare services (PHC) in the province. The Khyber Pakhtunkhwa Human Capital Investment Project is an International Development Association Project funded by the World Bank.

The project's objective is to improve the availability, utilization, and quality of primary healthcare services in selected districts in Khyber Pakhtunkhwa (KP), namely Haripur, Nowshera, Peshawar, and Swabi; in order to ensure the quality of health care and a continuum of services. The project will also support the strengthening of secondary health care facilities and referral systems.

Project interventions will focus on improving the utilization of PHC and as the first point of entry in close proximity to where people live and work, including women and refugees. More specifically, the project intends to:

- I. Strengthen the infrastructure, equipment, human resources, medicines, and healthcare commodities at Basic Health Units (BHUs) and Rural Health Centers (RHCs) according to the KP Minimum Health Services Delivery Package (MHSDP), Essential Health Services Package (EHSP), and Infrastructure Standards, including the provision of:
  - a) Effective antenatal care (ANC), delivery care, and postnatal care (PNC);
  - b) Immunization services;
  - c) Nutrition;
  - d) Family Planning services;
  - e) Prevention, screening, and management of Non-Communicable Diseases (NCDs);
- II. Enhance the competency of PHC service providers as one of the key pillars of quality service delivery, by providing necessary training using standard clinical protocols and training packages as applicable for PHC service delivery;

- III. Strengthen governance and regulatory mechanisms and provide necessary support to the provincial government to adopt/implement appropriate policies, standards, guidelines and clinical protocols for PHC service delivery;and
- IV. Promote community engagement and accountability to motivate demand for PHC services.

## 2. Project Results Chain

Inputs	Outputs	Outcomes
<b>Physical Infrastructure</b> Construction, repair, up-gradation of renovation of health facilities	<b>Readiness of health facilities to deliver high-quality primary health care services and respond to the COVID-19 crises</b>	<b>Improved availability, utilization, and quality of primary health care services and elementary education services</b>
<b>Equipment and Commodities</b> Adequate supply of drugs, commodities, and equipment for health facilities		
<b>A System for Managing Human Resources and Contracts</b> Adequate human resources with appropriate skill-mix for managing health facilities as well as a system for managing HR including contracts		
<b>Data Management</b> Capacity building of the health workforce in data management and analysis		
<b>Outsourcing of services</b> Improve quality of clinical (e.g., Referral & EMR) & non-clinical service (e.g., janitorial & Security) via private sector engagement		
<b>Hospital Mgmt. Information system (HMIS)</b> Automate hospital processes (e.g., HMIS) and improve monitoring/data collection via IT solutions		
<b>Establishment &amp; Strengthening of ICU facilities for COVID-19</b>		

## 3. Healthcare Commission:

Regulation of healthcare services is a priority of the Government of Khyber Pakhtunkhwa and in order to ensure quality of care and safety in health care system in Khyber Pakhtunkhwa, the provincial government established the Khyber Pakhtunkhwa Health Care Commission (KP HCC) in 2015. The KP HCC is an autonomous body governed by the Khyber Pakhtunkhwa Health care Commission Act, 2015. The Act envisages regulation of both public and private Health Care Establishments (HCEs) in the province to improve quality.

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The commission is mandated to provide protection to the people of the province in securing their right to quality healthcare through eradication of quackery and other malpractices, setting standards for all types of medical practice, including but not limited to allopathic and alternative medicines (Homeopathy, Ayurvedic and Tibb). KP HCC carries out this function through registration and licensing of the health care establishments.

Clinical governance is a systematic approach to maintaining and improving the quality of patient care. Clinical governance is the key function of KP HCC to ensure provision of standardized quality healthcare services and solutions to patients and consumers by public and private healthcare entities without discrimination on the basis of gender, age, ethnicity and income level.

#### **4. Clinical Governance Framework:**

Clinical governance is an umbrella term covering activities that help sustain and improve standards of patient care. It is usually described in terms of the six pillars, as given in the figure. These are education and Training, clinical audit, clinical effectiveness, research and development, openness, risk management, information management.

#### **5. Objectives of the Assignment:**

Khyber Pakhtunkhwa Health Care Commission with the support of KP-HCIP Health Department requires to build a comprehensive database after GIS Mapping of all private sector Health Care Establishments in Khyber Pakhtunkhwa (KP) province. The Specific Objective revolves mainly GIS mapping and registration, showing complete details of all the private HCEs. Various types HCEs include but not limited to the following:

- Hospitals
- General Practitioners/Family Physicians/Specialist Clinics
- Dental Clinics
- Clinical Laboratories and Collection Points
- Radiological/Imaging Diagnostic Centres
- Homeopathic Clinics
- Tibb Clinics

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The KP-HCIP Health Department therefore invites REOs from reputed eligible consultancy firms/organizations, having expertise in conducting GIS Mapping, Census/Survey and registration of all the private Health Care Establishments of Khyber Pakhtunkhwa province. The activity will be conducted in a phased manner including a pilot phase, followed by data collection from divisional headquarters and then covering all HCEs of Khyber Pakhtunkhwa.

## **6. Specific Objectives:**

- Develop a GIS Map of all the registered private sector health care establishments in Khyber Pakhtunkhwa;
  - including more in depth information of the following:
    - Category (hospital, clinic, health centre, etc)
    - Operational level (medical region, health district)
    - Name of health institution
    - Services available at institution (maternity ward, family planning etc.)
    - Staff available at institution from records (gynecologist, midwife)
    - Target population of health institution
    - Accommodation capacity of health institution
    - Some quality of care indicators (broadly)
- Register all the unregistered private sector health care establishments and develop a GIS map;
- Locate unserved and underserved areas of the province with respect to health care services;
- Locate areas having overcrowding of health care establishments providing similar health care services.

## **7. Census/Survey Methodology**

This will be a cross-sectional Census/Survey and will be covering all the facilities as mentioned above within all urban and rural areas of all districts in Khyber Pakhtunkhwa Province.

The selected Consultancy firm will be responsible for submission of an inception report, collection of all necessary information of the health care establishments, registering the unregistered ones, data analysis and compilation of final report.

The assignment shall be carried out by physically visiting all the private sector health care establishments in the field and geo tagging the HCE on the spot.

## **8. Timeline**

The Consultancy firm will complete the assignment within a period of five (5) months commencing from 1<sup>st</sup> November 2022, and should be concluding not later than 3<sup>rd</sup> May 2023. The Consultancy Firm will submit a timeline for the Inception Phase; Data Collection Phase,

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Analysis Phase, and ReportingPhase.

## 9. Deliverables

The deliverables to be provided by the Consultancy Firm include the following:

- a. An inception report having details of Survey/Census Implementation plan comprising a management plan, a field activities plan (describing the data collection process), an enumerator supervision plan, a data management plan and any necessary logistics;. The cost estimation plan shall be submitted to elaborate that how this activity will be organized.
- b. GIS map of all the private sector health care establishments of Khyber Pakhtunkhwa with details i.e.
  - Structuring the database using Geographic Information System (GIS) software. The Contractor should create a geo-database and topology for the various layers of information;
  - **Information Management** An entity catalogue and metadata should be available and meet geographic information management standards.
- a. Online Database of HCEs registered during this assignment;
- b. Comprehensive report on unserved, underserved and overcrowded areas with respect to HCEs providing similar health care services;
- c. Comprehensive final report.

## 10. Eligibility Criteria

The Consultancy Firm must provide sufficient evidence of possessing adequate staff to ensure all components of the survey/census and registration are completed within a timely manner and must provide details of the management structure to be put in place to conduct the Survey/Census. The staff of the consultancy firm must include but not limited to the management, enumerators and data analysis experts. The data collectors must be able to communicate proficiently in Urdu, Pashto, Hindko and Saraiki languages and must have a good communication and interpersonal skills. Enumerators should be culturally competent with the language and region they would be dealing with and be capable of interviewing people of diverse backgrounds, including older adults, people with disabilities, teenagers, ethnic and religious minorities.

The Consultancy firm will be responsible for all trainings of their staff members where necessary. The trainings must be conducted in order to ensure that the enumerators are able to:

- a. Understand the assignment;
- b. Record responses from whatever devices are deployed;
- c. Respect the respondent's privacy and;
- d. Respond appropriately in case of non-response or reluctance by the respondents.

The Consultancy firm should meet the following criteria

- a. The Consultancy firm must represent its technical expertise in GIS Mapping, Health Facility Assessments and Survey /Census.
- b. 5 years overall relevant experience to GIS Mapping, Health Facility Assessments evaluating public and/or private sector community development and Census /Survey.
- c. 5 Years of Knowledge and demonstrated work experience in the health care delivery system inPakistan.
- d. Strong analytical, research, data-gathering and analysis, writing and presentationskills.
- e. Availability within the stipulated time frames for the assignment.
- f. The firm should've completed at least one project regarding GIS development and data collection from field of comparable scale and complexity (project completion certificate or contract agreement or award letters aremandatory)
- g. The firm should possess human resource that substantially corresponds to areas covered in the TORs.
- h. The Consultancy Firm must provide their NTN certificates along with Audited Financial Statements for last threeyears.
- i. The Consultancy Firm must have financial and operational system to support activities in all districts ofKhyber Pakhtunkhwa.

## 11. KeyExpertsComposition&Qualification

It is envisaged that the assignment will be conducted by a firm consisting of a multi-disciplinary team, the composition of key experts is mentioned below:

Key Expert	Qualification & Criteria
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Team Lead	<ul style="list-style-type: none"> <li>• A Master's degree in Public Health, epidemiology, statistics, or related subjects from an accredited university.</li> <li>• 07 years of relevant experience managing large-scale health facility surveys, GIS, and managing multi-sites research teams, including experience with data collection and data quality assurance mechanisms (protocol development, tool preparation, fieldwork coordination, data entry programming, etc.)</li> <li>• Proven ability to facilitate communication between different stakeholders, government, non-government, and academic institutions on similar survey methodology and implementation.</li> <li>• Prior experience in writing and producing reports, research papers, or briefs</li> <li>• Understanding of the provincial health sector context of Khyber Pakhtunkhwa is essential.</li> </ul>
GIS Specialist	<ul style="list-style-type: none"> <li>• A Master's degree in Remote Sensing, Space Sciences or equivalent. At least 07 years of relevant experience in baseline/end-line, evaluation survey and data collection and management, or public health research.</li> <li>• Experience in providing research assistance.</li> <li>• Good Analytical and IT skills are mandatory.</li> </ul>
Field Supervisors	<ul style="list-style-type: none"> <li>• Bachelor's Degree in Public Health/Social Sciences or equivalent.</li> <li>• Demonstrated work history of quantifying field data and presenting the same to formal setting.</li> <li>• Overall, 3 years of working experience in the field / reporting capacity for National / Provincial Funding Partners preferably in Public Health field monitoring, preferably in the area of assignment (KP).</li> <li>• Good Analytical and IT skills are mandatory.</li> </ul>
M&E Specialist	<ul style="list-style-type: none"> <li>• Bachelor's degree or equivalent university degree in a relevant field.</li> <li>• Strong analytical skills.</li> <li>• Strong written and oral communication skills.</li> <li>• Demonstrated knowledge of geospatial data from a wide array of sources, including finding data and compiling metadata.</li> <li>• Experience utilizing Geographic Information Systems (GIS) and other data</li> </ul>

	<p>analysis databases.</p> <ul style="list-style-type: none"> <li>•Ability to identify and develop creative and innovative approaches to monitor activity outcomes to support and improve activity design and implementation.</li> <li>•Capacity to understand and analyze the political and security context at the local, state, federal, and regional levels.</li> <li>•Ability to prioritize and manage a high-volume workload in a fast-paced work environment.</li> <li>•Experience working in environments experiencing political transition.</li> <li>•Fluency in written and spoken English and local languages.</li> <li>•Maintain content, including quality control to ensure data integrity and compliance</li> <li>•Provide GIS information to the monitoring and evaluation (M&amp;E) team.</li> <li>•Direct GIS field and grant mapping support.</li> <li>•Ensure gathered data is compliant with established formats and GIS mapping standards</li> </ul>
Field Enumerators (Non-Key)	<ul style="list-style-type: none"> <li>• Bachelor Degree or Intermediate equivalent qualification recognized by HEC.</li> <li>• Good personal skills. Enumerators must be able to interact with people from a variety of backgrounds, and explain the survey to the respondents.</li> <li>• Attention to detail. Enumerators will be required to carefully follow instructions relating to the selection of respondents and recording of responses.</li> <li>• Available to work full-time 5-6 days of the week during survey.</li> </ul>

## 12. Evaluation Criteria

All interested firms are required to submit both technical and financial proposals. Proposals will be subject to a three-stage evaluation process, namely:

- a. Compliance Review;
- b. Technical Review and;

The proposals will be evaluated on the basis of a Technical Proposal & Presentation (80% weightage) and a Financial Proposal (20% weightage).

The Technical Proposal should not exceed more than 20 pages (excluding annexure) and



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**Eligibility Criteria for assessing an Expression of Interest include:**

- i. The firm must have general experience of at least 5 years under similar conditions;
- ii. Total number of similar nature related projects completed in the last five years along with Copies of latest annual reports/evaluation reports (Contracts, Work / purchase orders Letter of Awards etc along with their scope of services) **(20 score)**
- iii. Fund managed by the firm in a project scored at serial No 2 for max of 4 project: **(6 score)**
- iv. The firm should have adequate relevant professional staff as detailed in the ToRs. (Number of technical staff along with their education & experience level required; Total points for criterion are 40 Marks in this section will be awarded on relativity basis amongst all bidders after fulfilling the minimum qualification criteria given in Tech-6. **(40 score)**
- v. Presence at International, National, provincial and local level; **(4 score)**
- vi. Transfer of knowledge (training) program (relevance of approach and methodology) **(10 score)**

should contain the following:

Presentation on Methodology that how survey will be designed and executed in line to the details mentioned in ToRs;**(20 score)**

**Evaluation Criteria for Shortlisting**

**Maximum Points**

**Experience:**

Mandatory

Only Firms having Five years of experience of Health Facility assessment surveys are eligible. Non provision of the same shall lead to disqualification of firm/ consulting organization.

**Number of health related projects**

Total number of similar nature related projects completed in the last five years along with Copies of latest annual reports/evaluation reports. Each project will be scored as under: 20

- I. For project providing comprehensive health care facility services as per our ToRs covering 80% of our scope- 5
- II. For health care facility services as per our ToRs covering 50% of our scope -3
- III. For health care facility services as per our ToRs covering 30% of our scope -2

Marks for each project will be added to come to the final score in the category.

**Funds Management capacity:**

6

Fund managed by the firm in a project scored at serial No 2 for max of 4 project:

- Rs 1,000,000-----5,000,000 = 0.5 mark /project.
- Rs 5,000,001----20,000,000 = 1 marks / project.
- >20,000,001-----onwards = 1.5 marks / project

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**Management capacity:(Key Experts) 40**

- a. Team Leader/Survey Coordinator with at least 7 years of experience as per ToRs ..... 15 Marks
- b. GIS Specialist With experience of at least 7 years experience as per ToRs ..... 12 Marks
- c. M&E Specialist With experience of at least 5 years experience as per ToRs ..... 8
- d. Field Supervisors with experience of at least 3 years in surveys conductance ..... 5 marks

Total points for criterion (iii): 40 Marks in this section will be awarded on relativity basis amongst all bidder after fulfilling the minimum qualification criteria given in Tech-6.

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

- 1) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): [30 %]
- 2) Relevant experience of consultant in relevant areas as mentioned in qualification of consultants [60%]
- 3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): [10 %]

Total weight: 100%

**Presence at International, National, provincial and local level.**

- I. International Level = 04 marks 4
- II. National Level = 3
- III. Provincial Level = 2
- IV. Regional/Divisional Level = 1

**Transfer of knowledge (training) program (relevance of approach and methodology): 10**

**Presentation on Methodology that how survey will be designed and executed inline to the details mentioned in ToRs. 20**

- Excellent.....20 Marks
- Good ..... 15 Marks
- Fair ..... 10 Marks
- Fail ..... 0 Marks

**Note:** The firm shall be also bound to provide in writing the Proposal on Methodology. Based on TORs not more than 10-pages methodology is to be submitted by each applicant. These will be ranked on the basis of comparison amongst the bidders and will be graded accordingly.

**Minimum qualifying score 70 out of 100 100**

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## **FORMAT AND SIGNING OF EOI APPLICATION**

- A. Applicant shall submit their EOI Application in the Forms provided in Appendix-1 and in line with the other instructions mentioned in this EOI document.
- B. EOI Application shall consist of the following document:
- I. Details of Applicant as per Form-1
  - II. Net Worth & Turnover as per Form-2
  - III. Details of Relevant Experience as per Form-3
  - IV. Comments & Suggestion on TORs from Bidders Form-4
  - V. JV agreement as per Form-5
  - VI. Conflict of Interest Form-6 (To be submitted on Judicial Stamp Paper of worth 100/- PKR)
- C. EOI Application shall be signed and stamped on each page initialed by a person duly authorized to sign on behalf of Applicant. The EOI Application shall be in hardbound/ spiral binding form with all pages numbered serially. In case of JV partner, the power of attorney shall be attached as per the Form-5. The JV partners will not change at the time of bidding. The allowed number of JV partner for the services will be one.

## **SEALING AND MARKING OF EOI APPLICATION**

- A. EOI Application shall be submitted in a sealed envelope containing the EOI Application and the following written on the top:

*GEO TAGGING & REGISTRATION OF HEALTH CARE ESTABLISHMENTS IN KHYBER PAKHTUNKHWA THROUGH KP-HCIP*

- B. Sealed envelope containing the EOI Application shall be addressed to:

*Project Director HCIP KP Health Khyber Pakhtunkhwa, House #240 Defense Colony Shami Road, Peshawar*

- C. Envelope containing the EOI Application shall indicate the name, address and contact number of the applicant.

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**Appendix-1: Format for Submitting EOI  
Application**

## **From – 1: Details of the Applicant**

Sr. No.	Name and Legal status of applicant	Particulars Required	Document Required
1.	Name of Applicant		
2.	Legal status of applicant (Sole Proprietorship, Private Limited or AOP)		
3.	Date of incorporation/ registration		Enclose certified copy of certificate of incorporation/ registration
4.	In case of Joint Venture, only one firm shall join as partner. Moreover, a partner firm can form JV with only one Lead Bidder in this project		Relevant Documents must be attached.
5.	The firm / partner firm (in case of JV) should be a legal entity having registered <ul style="list-style-type: none"> <li data-bbox="337 930 764 961">• NTN, GST Certificate of FBR.</li> <li data-bbox="337 982 813 1119">• KP Revenue Authority registration for services Tax Number.</li> </ul>		Proof to be submitted in the form of valid certificates.
6.	Income Tax Returns of Lead Bidder/JV Partner (For JV, each partner should submit its Income Tax Returns Separately).		Proof to be submitted in the form of FBR generated tax returns.
<b>B Contact Details of Applicant -</b>			
1.	Name and Designation of Authorized Contact Person		
2.	Postal Address		
3.	Telephone Number		
4.	Mobile No.		
5.	E-Mail		
6.	Website		
<b>C Brief Description of Applicant</b>			
1.	Organization profile	Enclose	Company profile must be attached.

		Details	
2.	<b>Management Structure</b>	Enclose Details	Organogram of firm must be attached in addition to brief bios of the project staff.
3.	<b>Main Line of Business</b>	Enclose Details	Past Performance certificates as explained in this EOI
	<b>Status</b>	<b>Eligible/Not Eligible</b>	

**Signature of the Bidder:**

**Stamp of Bidder:**

## **From-2: Criteria of Net Worth & Turnover**

<b>A</b>	<b>Turnover PKR</b>	<b>Required Documents</b>
<b>1</b>	<b>Annual Turn Over of lead bidder/JV Partner for any of the last two Financial Years accumulatively i.e.</b>	To be verified from the submitted Income Tax Returns from FBR/Audit Reports
	<b>Status</b>	<b>Eligible/Not Eligible</b>

**Note:** Values should be duly certified by statutory body like Chartered Accountant or Independent Auditors who are competent to do so as recognized by the Govt.

**Signature of the Bidder:**

**Stamp of Bidder:**

### **Form-3: Relevant Experience**

**(Separate sheet to be filled for each Project)**

S.N	Particulars
1	<b>Name of Project/ Facility</b>
2	<b>Date of Establishment</b>
3	<b>Project Cost (In Millions)</b>
4	<b>Role of Applicant</b>
5	<b>Years of Experience as Owner/Operator/ Service Provider</b>

Owner

*Explain the Role of Applicant*

Operator

Service Provider

**Years of Experience as**

**Owner/Operator/ Service Provider**

**Note: -** Applicant shall submit supporting documents/ evidence e.g. completion certificate/ copy of contract agreement/certifications etc. for size of the project / services offered in support of relevant experience claimed in the above Form-3.

a) Only those assignments shall be considered for which consultant has provided services as lead member (in case that work has been done by a Joint Venture).

b) Each assignment shall be supported by following details:

i) Name of Overall assignment: \_\_\_\_\_

ii) Location of Overall assignment: \_\_\_\_\_

iii) Owner's Name and Address: \_\_\_\_\_

iv) Completion (Actual/Estimated vis-a-vis Stipulated): \_\_\_\_\_

v) Description of assignment: \_\_\_\_\_

vi) Description of Services provided by the firm:

c) Decision of Evaluation committee in ascertaining “similar nature” and “similar assignment” will be final.

**Signature of the Bidder:**

**Stamp of Bidder:**

**Form-4**

**Comments & Suggestion from Bidders on Terms of Reference**



**Form-5: JV Agreement****Power of Attorney**

(To be submitted on stamp paper of worth Rs. 100 duly notarized by oath commissioner)

KNOW ALL MEN BY THESE PRESENTS that by this Power of Attorney (“Power of Attorney”), [Insert Name of JV Partner] having its registered office [address of JV Partner], does hereby nominate, appoint and authorize [Lead bidder Authorize Name] of [Lead Bidder Name] having its registered Head Office [Address of Led Bidder] hereinafter referred to as the "Attorney", to do in our name and on our behalf the following:

- I. Sign and submit to PMU KP HCIP, of the Government of Khyber Pakhtunkhwa, or its authorized nominee the for Expression of Interest in response to the Expression of interest documents dated [Insert Last date of submission] issued by PMU KP HCIP (Health) and all other documents and instruments required to submit the Application for expression of interest.
- II. Execute all such deeds, documents and instruments as may be considered necessary and expedient in relation to the foregoing; and
- III. Do and carry out all other actions as may be required by PMU KP HCIP (Health), of the Government of Khyber Pakhtunkhwa & World Bank Regulation in connection with the Expression of interest process as a whole;
- IV. To immediately notify PMU KP HCIP (Health), of the Government of Khyber Pakhtunkhwa in writing of any impending or actual revocation as well as any change in the terms of this Power of Attorney.

We, [Insert Name of JV Partner] do hereby ratify and confirm whatsoever the Attorney shall do by virtue of these presents and further agree that whatever the Attorney shall do or cause to be done pursuant to this Power of Attorney shall be binding on [Insert Name of JV Partner]

Furthermore, each provision of this Power of Attorney is severable and distinct from the others. The invalidity, illegality or unenforceability of any one or more provisions of this Power of Attorney at any time shall not in any way affect or impair the validity, legality and enforceability of the remaining provisions hereof.

IN WITNESS WHEREOF, we have executed this POWER OF ATTORNEY as of [Insert

Date]

[Insert Name of JV Partner]

By:

Designation:

NIC No.

WITNESSES:

Witness 1:

Name:

Address:

NIC No.:

Witness 2:

Name:

Address:

NIC No.:

**Form-6: Conflict of Interest**

- a. The consultant is required to provide professional, objective and impartial advice, at all times holding the Procuring Entity's interests paramount, strictly avoiding conflicts with other assignments or his/its own corporate in without any consideration for future work.
- b. The consultant shall be under obligation to disclose to the Procuring Entity any situation of actual or potential conflict that impacts its/his capacity to serve the best interest of its client/ Procuring Entity. Failure to disclose such situations may lead to the disqualification of the consultant or termination of its/his contract during execution of the assignment.
- c. Where there is any indication of conflict of interest exists or may arise, it shall be the responsibility of the Bidder to inform the PE, detailing the conflict in writing as an attachment to this Bid.
- d. A Conflict of Interest is where a firm involved in the proposal has or may be perceived to have a personal interest in ensuring that a particular Bidder is successful, Actual and potential conflicts of interest must be declared by a firm involved in a Bid process.
- e. PE shall be the final arbiter in case of potential conflict of interest, Failure to notify PE of any potential conflict of interest will invalidate any verbal or written agreement.
- f. For conflict of interest all applicable laws & regulation of World Bank shall also be enforced.

## 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*

Required for FTP or STP ✓		FORM	DESCRIPTION	Page Limit
FTP	STP			
✓	✓	TECH-1	Technical Proposal Submission Form.	
	✓If applicable	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
	✓If applicable	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each 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)	
✓	✓	TECH-7	Code of Conduct	
✓	✓	TECH-8	Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration	

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



*Form TECH-1***TECHNICAL PROPOSAL SUBMISSION FORM**

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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(RFP) dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a FinancialProposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”]*

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal 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 until *[insert day, month and year in accordance with ITC 12.1]*.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to Fraud and Corruption as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by

any entity or individual that is subject to, a temporary suspension or a debarment imposed 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) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (iii) below and delete the others].*

We *[where JV, insert: "including any of our JV members"]*, and any of our sub-consultants:

- (i) [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
  - (ii) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
  - (iii) [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.]
- (g) *[Note to Client: Only if required in ITC10.2 (Data Sheet 10.2), include the following:*In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.]
- (h) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.
- (i) 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 34.2 of the Data Sheet.

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

We remain,

Yours sincerely,

---

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or 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}



*Form TECH-2(FOR FULL TECHNICAL PROPOSAL ONLY)*

**CONSULTANT'S ORGANIZATION AND EXPERIENCE**

---

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

**A - Consultant's Organization**

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

**B - Consultant's Experience**

---

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}

*Form TECH-3 (FOR FULL TECHNICAL PROPOSAL)*

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

---

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

**A - On the Terms of Reference**

{improvements to the Terms of Reference, if any}

**B - On Counterpart Staff and Facilities**

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

*Form TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)*

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

---

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

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

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

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks. Including on addressing Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) risks]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(FOR FTP)*

**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) delivery of final report to Client}													
<b>D-2</b>	{e.g., Deliverable #2:.....}													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the 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(FOR FTP)*

**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.

Fu [REDACTED]put  
Pa [REDACTED]put





**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}

---

**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:

---

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

---

**Adequacy for the Assignment:**

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

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

**Certification:**

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

{day/month/year}

---

Name of Expert

Signature

Date

{day/month/year}

---

Name of authorized  
Date

Signature

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

*Form TECH-7 (for FULL TECHNICAL PROPOSAL ONLY)*

*CODE OF CONDUCT FOR EXPERTS Form*

**Note to the Client:**

**The following minimum requirements shall not be modified.** The Client may include additional requirements to reflect Contract-specific issues/risks.

**Delete this Box prior to issuance of the RFP.**

**Note to the Consultant:**

**The minimum content of the Code of Conduct form as set out by the Client shall not be substantially modified.** However, the Consultant may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Consultant shall initial and submit the Code of Conduct form as part of its Proposal.

## **CODE OF CONDUCT FOR EXPERTS**

We are the Consultant, [enter name of Consultant]. We have signed a contract with [enter name of Client] for [enter description of the Services]. Our contract requires us to implement measures to address social risks related to the Services, if any, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with social risks, if any, related to the Services. This Code of Conduct identifies the behavior that we require from all Experts.

Our workplace for carrying the Services is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

### **REQUIRED CONDUCT**

Experts shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements;
3. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;

4. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, or Client's Personnel;
5. not engage in Sexual Exploitation, which means 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;
6. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
7. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
8. complete training/sensitization that may be provided related to the social aspects of the Contract, including; on Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
9. report violations of this Code of Conduct; and
10. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client.

### **RAISING CONCERNS**

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of person assigned by the Consultant to handle such matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the Consultant's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

### **CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

Any violation of this Code of Conduct by Experts may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of the contact person(s) assigned by the Consultant*] requesting an explanation.

Name of Expert: [insert name]

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

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Consultant:

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

Date: (day month year): \_\_\_\_\_

*Form TECH-8 (for FTP)*  
*Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance*  
*Declaration*

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

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

<b>SEA and/or SH Declaration</b>
<p>We:</p> <ul style="list-style-type: none"><li><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</li><li><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</li><li><input type="checkbox"/> (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.</li></ul>
<p><b><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></b></p>

## **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, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method
- FIN-4 Reimbursable expenses

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

---

{Location, Date}

To: [Name and address of Client]

---

Dear Sirs:

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

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

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

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

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

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

---

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

We remain,

Yours sincerely,

---

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}



Name of Consultant (company's name or 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	<b>Cost</b>			
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used}			
	<i>{Insert Foreign Currency # 1}</i>	<i>{Insert Foreign Currency # 2, if used}</i>	<i>{Insert Foreign Currency # 3, if used}</i>	<i>{Insert Local Currency, if used and/or required (16.4 Data Sheet)}</i>
<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>				
(i) {insert type of tax: e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
<b>Total Estimate for Indirect Local Tax:</b>				

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



### 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)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
<b>Key Experts</b>								
K-1			[Home]					
			[Field]					
K-2								
<b>Non-Key Experts</b>								
N-1			[Home]					
N-2			[Field]					
<b>Total Costs</b>								

## **Appendix A. Financial Negotiations - Breakdown of Remuneration Rates**

### **1. Review of Remuneration Rates**

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the EOI requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
  - (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
  - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
  - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
  - (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

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

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

Please note that leave can be considered as a social cost only if the Client is

not charged for the leave taken.

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

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

### 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									
				_____					
				_____					

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

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



### FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

<b>B. Reimbursable Expenses</b>								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{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.

