KAZAKHSTAN
EAST KAZAKHSTAN MUNICIPAL STREET LIGHTING MODERNISATION:
(the City of Ust-Kamenogorsk and the City of Semey)
CORPORATE DEVELOPMENT PROGRAMME
TERMS OF REFERENCE

1. BACKGROUND

The Akimat of East Kazakhstan oblast (the “Oblast Akimat”), the Akimat of the City of Ust-Kamenogorsk and the Akimat of the City of Semey (collectively the “City Akimats”) have approached the EBRD with request to assess the possibility of financing street lighting (“SL”) modernisation projects in the cities of Ust-Kamenogorsk and Semey (collectively the “Cities”), the two largest cities of East Kazakhstan oblast (the “Oblast”).

Like in many other cities in Kazakhstan, SL systems in the Cities are owned by respective ZKH Utility Departments. The operation and maintenance of SL systems is outsourced to private companies via service tendering process conducted on annual basis. The outsourced services are mainly limited to basic technical support and maintenance.

SL infrastructure in the Cities is substantially deteriorated and low-performing. Growing electricity and maintenance costs have forced the City Akimats to explore long-term, sustainable options to improve the lighting system’s efficiency. Given the lack of investment in the sector in the past decade, and a lack of transparency in the contractual arrangements between the City Akimats and the existing operators, the Bank has been asked to assist with the project implementation and with bringing energy savings, operational efficiency and balanced contract relations to the sector.

To this end, a new business model is being considered, where a chosen contractor will (i) perform design of the new SL system, (ii) procure and install the equipment and (iii) operate and maintain the whole system thereafter on a long-term basis (~10 years) to ensure high quality of the installed equipment and consistent compliance with the required operational and service quality standards. This will be implemented through a Design-Supply-Installation-Operation & Maintenance Contract(s) (the “DSIO&M Contract”) between the company managing SL systems in the Cities (the “Company”) and private DSIO&M Contractor(s).

The Company - JSC "East Kazakhstan PPP Center" (a joint stock company) - is a regional company 100 per cent owned by the Oblast Akimat and established to develop and support complex budget-funded investment projects in the Oblast. The Company will take over management of SL systems in the Cities and will act as SL assets holder, the employer for the DSIO&M Contract and the manager and administrator of the street lighting on the basis of the Public Service Contracts (“PSC”) to be entered into with each of the Cities.

Therefore, prior to the award of the DSIO&M Contract the overall agreement for the provision of SL services in the Cities would be formulated under a PSC or similar type of
arrangement between each of the City Akimats and the Company. The PSCs will (i) reflect the provisions of the envisaged DSIO&M Contract with regards to the *required operational and service quality standards*; (ii) enable regulatory oversight by the Cities; and (iii) secure sufficient payments by the Cities to the Company to cover its financial and operational costs related to the Project, including debt service of EBRD loan and payments under the DSIO&M Contract.

In light of the above, EBRD will provide a loan of up to KZT 3,600 million (the “Loan”) to the Company to assist in modernisation of the SL systems in the Cities (the “Project”). The Project therefore will involve Oskemen Sub-Project and Semey Sub-Project (collectively the “Sub-Projects”). The Loan will be provided in two tranches: (i) Tranche A of up to KZT 2,215.5 million for Oskemen Sub-Project; and (ii) Tranche B of up to KZT 1,387.5 million for Semey Sub-Project.

The Project’s financing package envisages co-financing grant contributions from the state budget under the Enhanced Partnership Framework Agreement (“EPFA”) of up to KZT 720 million and the Oblast Akimat of up to KZT 480 million.

The priority investment programme for each of the Sub-Projects will include the following components: (i) establishment of a centralised SL system control centre; (ii) procurement and installation of light-emitting diode (“LED”) luminaries to replace the existing out-dated street lights; (iii) procurement of special vehicles and equipment; and (iv) partial replacement of deteriorated SL poles and infrastructure.

For the purpose of project implementation, the Company will set up a Project Implementation Unit (“PIU”).

To support the Company and the PIU in the development and implementation of the corporate, financial and operational performance improvement programme (corporate development programme or “CDP”), the Company intends to hire a reputable firm or consortium of firms (the “Consultant”). The CDP will focus on areas such as (i) enhancement of the Borrower’s financial management and accounting system and assistance to the Company in reporting under the Loan, (ii) finalisation of the PSC and development of standardised monitoring and reporting under the PSC, (iii) assistance to the Company in developing standardised monitoring and reporting under the DSIO&M Contract.

The Company will also benefit from the parallel Procurement and Implementation Support TC assignment by a dedicated consultant (the “PIU Consultant”). Both the Consultant and the PIU Consultant (together referred to as “the Consultants”) are expected to liaise with each other as needed, to benefit from the shared information and saved resources. To this end the terms of reference of each the Consultant and the PIU Consultant shall be made available for each of the Consultants for their reference, as well as other deliverables under their respective assignments for the Project, as the case may be.

A copy of the Project documentation as well as all technical due diligence documents will be made available to the Consultant, including the Feasibility Study (“FS”) report, covering the first draft PSC and the first draft DSIO&M Contract, as well as other deliverables produced as part of the Project FS.

2. **OBJECTIVES**

2
The Consultant shall assist the Company to improve its commercial standing, service and environmental and social performance by helping to build up required knowledge, competence and capacity for implementation and management of (i) the Public Service Contract to be signed between the Company and each of the Cities; and (ii) the DSIO&M Contract with a private contractor, who will modernise SL systems in the Cities and take over operations and maintenance on a long-term basis. In order to achieve this objective the Consultant will:

- Develop Financial and Operational Performance Improvement Programme (“FOPIP”) for the Company.
- Assist the Company and the Cities in finalisation, tendering, signing, implementation and administration of the PSC.
- Assist the Company and the Cities in introduction and implementation of a PSC monitoring and reporting system and assist with necessary training of staff.
- Assist the Company in setting up of standardised monitoring and reporting systems under the DSIO&M Contract, including to ensure alignment with the PSC monitoring and reporting requirements (specifically with regards to the required operational and service quality standards).
- For the purpose of the Project, provide recommendations on the Company’s organisational set up, staffing plan and functional description, as well as assist with recruitment of staff to key management and technical positions.
- Assist the Company to migrate financial reporting system to IFRS.
- Assist with introduction, adoption and implementation of the Stakeholders Engagement Plan (SEP) and implementation and reporting on the Environmental and Social Action Plan (ESAP).

The Consultant will also support the Company in co-operation with the Oblast Akimat and the City Akimats to implement the covenants stipulated under the signed Project Support Agreement (“PSA”).

3. SCOPE OF WORK

3.1 Finalisation of the PSC and PSC Implementation Support

The Consultant will assist the Company and the Cities in preparation, procurement, negotiating and signing of the PSC acceptable to the Bank. To this end the consultant will undertake the following:

- ensure that the respective SL systems in the Cities were duly transferred to the Company, who will act as a SL assets manager and contracts administrator;
- confirm the procurement strategy for the selected PSC contractual arrangement in line with the legislation of the Republic of Kazakhstan, including: (i) the timing for tendering, (ii) procedures for awarding the contract(s) (state procurement tender or direct contracting, etc.), (iii) timing and procedure for obtaining internal approvals needed from the City and the Company to enter into the PSC;
- assist the Cities and the Company in (i) preparation of tender package for the PSC; and (ii) tendering of the PSC - in line with the requirements of the laws of the Republic of Kazakhstan. The Consultant will ensure that draft PSC is incorporated as part of the tender documentation;
• ensure that the subject of the PSC is clearly defined, including the description and technical parameters of the SL system that is contracted under the PSC together with associated service requirements;

• ensure that (i) the rights and responsibilities of the PSC parties are clearly defined; and (ii) the ownership of the assets and cases when it may be transferred are clearly stipulated, including clear terms and conditions for PSC termination that would maintain the balance of interest of the parties in the context of the underlying investment project (e.g. possible compensation of investment costs incurred by the Company in case of early termination, etc.);

• confirm that street lighting standards, energy consumption targets, and other relevant service requirements as well as a balanced bonus/penalty system for deviation from agreed quality standards are duly incorporated into the PSC and are in line with the corresponding parameters of the DSIO&M Contract;

• ensure that the selected contractual arrangement for the PSC allows the Cities to secure financing needed to meet their correspondent payment obligation towards the Company under the PSC;

• ensure sufficient service fee structure / adequate price setting mechanism in the PSC enabling the Company to cover its debt service obligations under the Bank’s Loan and all obligations of the Company under the DSIO&M Contract;

• assist the Company in setting up a basic monitoring system on the implementation of the street lighting standards and performance indicators of the system as required in the PSC and as aligned with the requirements to the DSIO&M Contractor.

The Consultant will closely co-ordinate its work with the PIU Consultant to ensure the alignment of the relevant PSC parameters (including, but not limited by performance requirements, technical requirements and bonus / penalties system) with the correspondent parameters of the DSIO&M Contract.

3.2 Financial and Operational Performance Improvement Programme (FOPIP)

The Consultant will prepare a FOPIP for the Company, which will include both corporate development actions and financial and operational improvements and will focus on ensuring that the Company meets the covenants set forth in the financing documentation with EBRD, including without limitations under the EBRD Loan agreement. The FOPIP should cover all core activities of the Company. To this end the Consultant will undertake the following:

• support the Company in maintaining satisfactory accounting, cost control and management information systems and books of account in accordance with International Accounting Standards (“IAS”) starting from a date to be agreed with the Bank in the EBRD Loan agreement (this may require support in converting existing financial reports in an IAS type format);

• support the Company in providing the Bank with annual financial statements restated to IFRS, starting with the annual financial year [2017];

• support the Company in achieving and maintaining the operational covenants as outlined in the signed EBRD Loan agreement;

• support the Company in providing the Bank with financial and operational reports as required under the Financing and Project agreements;

• support the Company in adoption and implementation of the street lighting standards and performance indicators of the SL system as established in the PSC and as aligned with the requirements to the DSIO&M Contractor.
The Consultant should coordinate in all relevant aspects of work with the PIU Consultant, which will work with the Company in parallel. The Consultant will ensure the FOPIP is fully integrated and takes into account all relevant aspects of the work and output plan of the PIU Consultant.

3.2.1 Corporate Development

i) Control over assets and contract management
• Review the legal basis for the Company’s control over the fixed assets and the provision of services and agree on obligations and responsibilities relating to use, including maintenance and replacement of assets, service quality and operational performance targets.
• The Consultant will prepare a PSC management system to be established as part of this assignment.
• Recommend contract management techniques that the Company can adopt and effectively use in supervising private DSIO&M Contractor in the street lighting sector.

ii) Organisation
• Review and identify development needs related to the Company’s current corporate status, management structure, internal and external reporting lines, decision making bodies, and staff employed.
• In co-ordination with the PIU Consultant, who will assist the company in establishing and training of the PIU, recommend an efficient organisational structure including an organisation chart with job-description and staff qualifications attached to each position or group of positions, which clearly divides tasks and responsibilities between staff and departments.
• Assess worker-management relationships, non-discrimination and equal opportunity, occupational health and safety equality of opportunity, access to professional development, career support services (including for employees with children), procedures for harassment and claim and grievance management in the workplace, etc. and make the necessary recommendations.
• Assess the organisation and staff structure with regards to the gender situation with the aim to establish baseline data and to develop a program for equality between men and women. In connection to this a health and safety program should be developed.
• Propose transparent decision making procedures, bodies, specifying compositions and powers, including a system of delegation of responsibilities and effective internal and external control mechanisms, as well as ESAP implementation arrangements.
• Recommend a personnel development plan, including programmes for recruitment, training, advancement and remuneration. Ensure equal opportunities for both the existing personnel and new entrants to the extent possible in this particular operating environment.

iii) Management Information System
• Review and analyse the Company’s existing management information systems (“MIS”) and procedures, including the extent of automation and computerisation, identifying any immediate shortcomings and development needs.
• Recommend a computer-based MIS that would register, monitor and provide key management information across all areas of the Company’s activities, considering, in particular that the system can produce such financial and other information which is
required for reporting to third parties (in particular reporting to the EBRD and co-
financiers), public authorities and the general public.
• Recommend appropriate and tailored to the size of Company’s activity an information
technology strategy which should include hardware and software specifications.

3.2.2 Financial Performance Improvement

i) Revenue Improvement Measures
• Review the current revenue structure of the Company and its development plans. Prepare
the medium-term revenue enhancing plan to ensure the Company is financially self-
sustainable with the implementation of the PSC.
• Recommend sufficient service fee structure in the PSC to ensure that the Company can
sustain and service the debt from EBRD and any other lenders in the future as well as
meet its payment obligations under the DSIO&M Contract from the service fees. The
recommendations should cover, inter alia:
  a. maximum eligible cost per service unit to be applied in formula for estimation of
service payment in relevant period as well as a justification for this service cost
per unit in light of existing best international benchmarks;
  b. justifiable fixed profit margin on top of service cost to be paid to a Company, if its
profit cannot be claimed and paid by the City Akimats differently, i.e. as part
maximum eligible cost per service unit;
  c. viable mechanism for indexation of maximum eligible cost per service unit
formula (based on officially published indexes or documented prices) in line with
the applicable legislation of the Republic of Kazakhstan.

ii) Accounting, budgeting and cash management
• Review and analyse the Company’s current accounting systems and budgeting and
financial management practices, and the legal basis relating thereto, identifying any
immediate shortcomings and development needs.
• Recommend an accounting system, which is in compliance with international (“IAS”) and
local accounting practices and is integrated in the MIS.
• Assist the Company in restating their current financial statements into IAS.
• Recommend adequate administrative (authorisation and controls) procedures for cash-
management and payments.
• Assist the Company in establishing and management of the Debt Service Reserve
Account in which excess cash flow can be deposited, which can be used to support debt
repayment as well as future investments.

3.2.3 Operational Performance Improvement

i) Environmental and social management
• Review the Environmental and Social Analysis and Audit, Stakeholder Engagement Plan
(“SEP”), and the E&S Action Plan (“ESAP”) and the environmental management
practices currently in place to have a good understanding of the current issues;
• Identify the resources required for the implementation of the ESAP and ensure they are
included in the FOPIP;
• Review the environmental, health and safety management systems currently in place, and
recommend short and medium term improvements to bring the systems towards (or in
line with, if possible) the principles of ISO 14001 and OHSAS 18001 standards, and
compliance with local and European Union environmental standards. This will involve but will not be limited to:

- the review of the purpose, scope, objectives and targets of the management systems;
- the review of flow charts for all Company’s core business functions and operational processes to include the E&S components as needed;
- the review, update and where necessary, development of corporate policies, plans and procedures for environmental management and protection, health and safety, human resources, equal opportunities;
- the review, update and where necessary preparation of detailed Work Instructions to support procedures;
- the review, update and where necessary preparation of pro-forma record forms and registers.

ii) Public and customer relations

- Recommend a public participation and consultation campaign to be carried out in the course of the preparation and implementation of the project. The programme shall disseminate information about the project, its aims, progress and activities and how it will impact on the public. This will be developed in close cooperation with the relevant City authorities, and making efficient use of various media.
- Recommend a customer relations improvement plan, including mechanisms for dealing with complaints, and on-going information dissemination, targeted at and appropriate for different customer groups.

(iv) Promotion of Equal Opportunities in the Work Place

- Collect baseline data (numbers of men and women at different levels, access to training, and working conditions) and assess where improvements might be made.
- Develop a prioritised plan to support the facilitation of equal opportunities in the work place and provide training where appropriate.
- Work with the Client to implement this plan.

3.3 FOPIP Implementation

Following approval by the Company, the City Akimats and the EBRD, the Consultant will actively assist the Company to implement the various aspects of the FOPIP. Links with other street lighting companies which have either acted as a twinning partner for a FOPIP or have implemented a FOPIP of their own would be a useful way to improve institutional capacity. To this end the Consultant will **inter alia**:

**Corporate Development Programme**

- Work closely with the Company and the City Akimats to assist with finalisation and implementation of the PSC which is expected to be concluded by all parties within 6 months after signing of the consultancy contract.
- Assist the Company in setting up a basic monitoring system on the implementation of the street lighting standards and performance indicators of the system as required in the PSC and aligned with the DSIO&M Contract.
Financial Performance Improvement
- Work closely with the Company to provide support in implementing the measures identified to improve financial performance. Specifically, the Consultant will actively assist the Company in developing the service fee calculation methodology for the PSC in a balanced manner.
- Assist the Company to ensure the recommendations identified and agreed to improve accounting, budgeting and cash management are being implemented. As part of this, the Consultant will provide on-going support to assist the Company in preparing financial statements in accordance with IAS and in implementing any new budget procedures.

Operational Performance Improvement
- Assist the Company in implementing the FOPIP to improve operational efficiency.

Capital investment planning
- Assist the Company in development of systematic routines for short- medium and long-term planning of prioritised capital investments for improvements of the services and the environmental performance. A first version of such a rolling investment program should be prepared and presented.

Environmental management
- Assist the Company, in co-operation with the PIU Consultant, in implementing the ESAP and environmental and social monitoring plans.
- Assist the Company in preparation of annual Environment, Health and Safety and Social Reports in a format acceptable to the Bank.

Public and customer relations
- Assist the Company in implementing a Stakeholder Engagement Plan for the Project.

3.4 Capacity Building Programme

Capacity building of the staff in the Company will be a key part of the Consultant’s work. Throughout the assignment, the Consultant will improve the capacity of the Company’s staff through on-the-job assistance and close collaboration.

In addition, the Consultant will arrange a formal training aimed at senior and middle-level managers in all aspects of Company management, so as to enable the Company to implement the FOPIP effectively. The Consultant will ensure that both men and women benefit from the capacity building programme.

Capacity building of the staff to enable successful implementation the EHS management systems and the ESAP, monitoring requirements, Gender Equality and Health and Safety Programmes shall be a core objective. To this end, the Consultant, in close cooperation with the Company and the PIU Consultant, will identify key training needs and develop an appropriate training plan. This will be agreed with the EBRD.

3.5 Training

An essential element of the Consultant’s work is training of the Company staff to ensure effective Project implementation as well as to improve capacity in finance administration and management. While most of this shall be done on the job in direct daily contact with the
Consultant’s team, the Consultant will plan and carry out formal training for staff of the City Akimats involved in the street lighting regulations.

Defining training needs, planning and arranging for staff training will be a co-operative task between the Consultant, the PIU Consultant and the Company, and the nature, cost and timing of this training shall be agreed within 2 months from the start of the assignment. The Company shall make relevant staff members available for the training arranged by the Consultant.

In preparing the training schedule, the Consultant shall bear in mind that Company staff generally do not speak English. Many of the concepts in use in international finance procedures will be new and will need to be explained carefully. Care will be required to orient the training to realistic standards and procedures that can be introduced within the present organisations without causing unacceptable upheaval and changes.

4. IMPLEMENTATION, TIMETABLE AND DELIVERABLES

4.1 Timetable

It is envisaged that the assignment will last for 24 months and will require on-going Consultant support and interaction with the Company.

4.2 Deliverables

Key deliverables for the assignment are set forth below. While the ultimate responsibility for meeting performance related covenants included in the finance documents rests with the Company, the Consultant will be expected, on a best effort basis, to ensure that the Company meets the targets for financial and operational improvements.

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Due date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Draft service fee methodology (including income support mechanisms as needed) distributed to the Company, the Cities and the Bank.</td>
<td>M+8 weeks</td>
</tr>
<tr>
<td>Final service fee calculation methodology (including income support mechanisms as needed) adopted and incorporated in the draft PSC.</td>
<td>M+10 weeks</td>
</tr>
<tr>
<td>All inputs necessary to conclude the PSC are provided and pre-final draft PSC distributed to the Company, the Cities and the Bank.</td>
<td>M+14 weeks</td>
</tr>
<tr>
<td>Final draft PSC developed.</td>
<td>M+18 weeks</td>
</tr>
<tr>
<td>Draft FOPIP.</td>
<td>M+24 weeks</td>
</tr>
<tr>
<td>Final FOPIP, adopted by Company</td>
<td>M+28 weeks</td>
</tr>
<tr>
<td>New Management Information System adopted</td>
<td>M+8 months</td>
</tr>
<tr>
<td>FOPIP is implemented</td>
<td>M+8 months and ongoing thereafter</td>
</tr>
<tr>
<td>ESAP is implemented</td>
<td>Schedule as stated in the ESAP</td>
</tr>
<tr>
<td>SEP is implemented</td>
<td>M+12 months and ongoing thereafter</td>
</tr>
<tr>
<td>Preparation and submission of IFRS reports (starting from the financial year [2017])</td>
<td>Regularly within 60 days from the year end</td>
</tr>
</tbody>
</table>
M = commencement date of the assignment

In addition to the timetable set forth above, the Consultant will need to prepare deliverable relating to the assignment as a whole.

The key deliverables and target dates for the assignment are as follows:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Draft Submitted</th>
<th>Comments supplied</th>
<th>Final Submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inception report</td>
<td>Four weeks after contract</td>
<td>Within two weeks</td>
<td>Three weeks after submission of the draft</td>
</tr>
<tr>
<td></td>
<td>start date</td>
<td></td>
<td>document</td>
</tr>
<tr>
<td>Quarterly reports</td>
<td>30 days after the end of each</td>
<td>Within two weeks</td>
<td>Three weeks after submission of the draft</td>
</tr>
<tr>
<td></td>
<td>quarter</td>
<td></td>
<td>document</td>
</tr>
<tr>
<td>Final report</td>
<td>30 days before the assignment</td>
<td>Within two weeks</td>
<td>Three weeks after submission of the draft</td>
</tr>
<tr>
<td></td>
<td>end date</td>
<td></td>
<td>document</td>
</tr>
</tbody>
</table>

The following reporting requirements apply to the assignments generally:

- Within four weeks after signing of the Consultancy Contract, the Consultant will prepare an **Inception Report**. This shall include: (i) a summary of the initial findings and assessment regarding any unexpected problems of staffing, access to information, provision of counter-party assistance; and (ii) provide recommendations, if needed, on amendments to the scope of work under this assignment or proposals for other initiatives.

- After the Inception Report, the Consultant will submit a **Quarterly Progress Report** covering activities during the reporting period. This report will set out the following: (i) progress on each sub-assignment and task defined in the Work Plan; (ii) budget and schedule performance as measured against the Work Plan; (iii) commentary on any issues or problems encountered or expected; (iv) progress in training and skills transfer, including summary of any training programmes and training documents; and (v) recommendations for any changes or amendments to the Work Plan or assignment scope.

- **Ad hoc reporting**, if needed, of any circumstances that may lead to delays or inability to fulfil objectives of this assignment. The causes shall be explained and remedial action proposed.

- At the end of the assignment, the Consultant will submit a **Final/Project Completion Report**. This will: (i) provide an overview of the overall assignment; (ii) summarise the results of each task, providing a comparison between targets set and actual achievements; (iii) offer a commentary on lessons learned; and (iv) provide recommendations, as appropriate, on future investment and institutional strengthening initiatives.

The Consultant shall prepare four hard copies of all reports and deliverables in Russian language and four hard copies in English language which shall be delivered as follows:

Company: 2 copies Russian; 2 copies English;
Bank: 2 copies Russian; 2 copies English.

In addition to the hard copies, the reports shall be provided electronically in Microsoft Word and Excel or PDF formats to all parties.
The Consultant will work closely with the Company. The Consultant shall provide to the Company all such technical support, training and system development that is necessary or advisable in order to achieve the objectives of this assignment.

The Company will provide the Consultant’s team with suitable working space and meetings space. The Company will be responsible for arranging local telephones and for providing international telephone and Internet connections for the Consultant.

The draft findings from the assignment will be discussed with the Company, the City Akimat and the EBRD during meetings and seminars.

The Company will also provide access to all relevant information, maps, studies, models, legal documents etc. at no cost to the Consultant. The Company will deliver their materials in the original version (i.e. not necessarily in English).

The Consultant will be responsible for the costs of international and local telephone calls, and for the provision of computer and office equipment, office supplies and maintenance, and local transportation required by the Consultant’s staff throughout the term of the assignment. The Consultant can include in his budget an amount for the procurement of equipment and related software, which can be used only after prior agreement with the Bank.

The Consultant will additionally be responsible for all international and local transport, living accommodation and expenses for its staff, together with communications materials, training materials, printing, report production and translation.

4.3 Coordination with Third Parties

The Consultant will ensure that other consultants (and specifically the PIU Consultant) are provided with necessary documentation and other information from the Consultant and will work closely with the PIU Consultant to make sure that the terms of the PSCs and the DSIO&M Contracts are harmonized, paying specific attention to ensure the alignment of the relevant DSIO&M Contract parameters (including, but not limited by performance requirements, technical specifications and bonus / penalties system) with the correspondent parameters of the PSC.

[Donor Visibility]

Given the assignment is funded through the EBRD’s donor funded technical cooperation programme, the Consultant will be required to support the client to ensure visibility of these resources. Support on these visibility aspects can be obtained from the Bank’s Communications Department. Measures could include but not be limited to:

- All documents produced by the Consultant should mention donor support and bear the logo of the donor, when appropriate.
- Donor support to the project should be acknowledged in any public communication (press releases, launch of facilities)
- Local representatives of donors should be invited to any public event organised to promote the project (press conferences, inaugurations, possibly stakeholder participation programmes)
Please contact Lucia Sconosciuto (email: SconosciL@ebrd.com; tel: +44 20 7338 8155) and James Bullett (email: BullettJ@ebrd.com; tel: +44 20 7338 7154) for further information. Some donor visibility guidelines can also be provided by the Bank to Consultants at the start of an assignment.

5. CONSULTANT’S PROFILE

The Consultant should ensure that appropriately qualified experts are available, as required, for each of the different tasks outlined above. It is expected that the assignment will be led by a qualified project manager with international experience in street lighting operations and in implementing the key areas of this assignment, accompanied by both key and supporting experts.

The Consultant shall have a minimum of 5 years’ experience of the activity, which they are proposed for in a similar position including:

- experience in development and implementation of corporate development programmers of a comparable nature, scale and complexity;
- experience in development and implementation of a FOPIP in organisations comparable to the Client;
- experience in drafting and implementing Public Service Contract in countries with comparable conditions to Kazakhstan;
- experience in project management of complex assignments in organizations comparable to the Client and involving multiple stakeholders;
- sufficient knowledge and understanding of the EBRD’s or other IFIs’ environmental, social and labour requirements and past experience in facilitating their implementation;
- knowledge of Kazakh state procurement rules;
- ability to work in Russian language is considered essential.

The Consultant Team should comprise at least the following expertise, and some individuals may fulfil more than one role:

- **Key Expert No 1** (Team leader/ Project Manager / Street Lighting Operations Specialist) with preferably 5 years or more of previous professional experience in project management of complex assignments of similar scope in organisations comparable to the Client and involving multiple stakeholders, previous professional experience in street lighting sector and knowledge of IFI’s (or similar) policies, procedures and standards.
- **Key Expert No 2** (Financial / MIS Specialist) with preferably 5 years or more of previous professional experience in comparable assignments and good knowledge of IFI (or similar) financial, accounting and disbursement requirements;
- **Key Expert No 3** (Environmental & Social / Labour Expert) with preferably 5 years or more of previous professional experience in the successful implementation of comparable assignments and with demonstrated knowledge of the environmental and social standards of the EBRD or other comparable institutions;
- **Key Expert No 4** (Street Lighting Operations Economist) with preferably 5 years or more of previous professional experience in street lighting sector and in similar assignments;
- **Key Expert No 5** (Legal Expert) with preferably 5 years or more of previous professional local legal experience, including experience in drafting of PSC and good knowledge of Kazakh public administration and PPP legislations.
• **Key Expert No 6** (Procurement Expert) with strong experience in Kazakh state procurement rules.