



REQUEST FOR PROPOSAL

NAME OF CLIENT: GOVERNMENT OF SOMALILAND

CLIENT COUNTRY: SOMALILAND

RFP NUMBER: PRQ20241492

ASSIGNMENT TITLE: CONSULTANCY SERVICES FOR CONSTRUCTION SUPERVISION FOR THE UPGRADE OF THE TOGWAJAALE BORDER CROSSING BRIDGE, BETWEEN ETHIOPIA AND SOMALILAND

DATE OF INVITATION: 6TH JUNE 2025

SUBMISSION DEADLINE: 30TH JUNE 2025 ON OR BEFORE 12:30 P.M SOMALILAND TIME

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PART I

SECTION 1. REQUEST FOR PROPOSAL

Request for Proposal Letter

Name of Assignment: CONSULTANCY SERVICES FOR CONSTRUCTION SUPERVISION FOR THE UPGRADE OF THE TOGWAJAALE BORDER CROSSING BRIDGE, BETWEEN ETHIOPIA AND SOMALILAND

RFP REFERENCE NO.: PRQ20241492

COUNTRY: SOMALILAND

DATE: 6TH JUNE 2025

[insert: Name and Address of Consultant. In case of a Joint Venture (JV), full name of the JV and the names of each member]

Dear Mr. /Ms.:

1. TradeMark Africa (Client) has received financing from **The Swedish International Development Cooperation Agency (SIDA)** regarding The Swedish Initiative for Facilitating Trade in Africa toward the cost of ***Upgrade of the Togwajaale Border Crossing Bridge, Between Ethiopia and Somaliland***. The **Ministry of Somaliland**, as the implementing agency intends to apply a portion of the proceeds of the funds to eligible payments under the contract for which this Request for Proposals is issued.
2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): ***Consultancy Services for Construction Supervision for the Upgrade of the Togwajaale Border Crossing Bridge, Between Ethiopia and Somaliland***. More details on the Services are provided in the Terms of Reference in Section 7.
3. This Request for Proposals (RFP) has been addressed to the following all eligible firms and consortiums:
4. A firm will be selected under **Quality and Cost Based Selection (QCBS)** in accordance with the TMA Procurement Procedures Manual and Regulations.
5. The RFP includes the following documents:
 - Section 1 – Request for Proposals Letter
 - Section 2 - Instructions to Consultants and Data Sheet
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 6 - Terms of Reference
 - Section 7 - Standard Forms of Contract (Time-Based)
6. Please note that any announcement, change or amendment to this tender shall be conveyed through the TMA website. www.trademarkafrica.com. Bidders are requested to visit the website regularly throughout the tender period.
7. Details on the proposal's submission date, time and address are provided in ITC 17.7 and ITC 17.9.

Yours sincerely,

Client Name: **TradeMark Africa**

Attn: **Joe Namwaya**

Address: **Fidelity Insurance Centre,
2nd Floor, Off Waiyaki Way, Westlands**

City: **Nairobi**

Country: **Kenya**

Telephone: **+254 731 884 428**

E-mail: **procurement@trademarkafrica.com**

Website: <https://www.trademarka.com/procurement>

Section 2. Instructions To Consultants and Data Sheet

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[Notes to the Client: this part of Section 2, Instructions to Consultants, shall not be modified. Any necessary changes, acceptable to TMA, to address specific country and project issues, to supplement, but not over-write, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. These "Notes to the Client" should be deleted from the final RFP issued to the shortlisted Consultants].

Instructions to Consultants

A. General Provisions

1. Definitions

- (a) **"Affiliate(s)"** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) **"Applicable Law"** means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) **"TMA"** means the TradeMark Africa
- (d) **"Recipient"** means the Government agency or other entity that has an implementation agreement with TMA.
- (e) **"Client"** means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (f) **"Client's Personnel"** is as defined in Clause GCC 1.1 (e).
- (g) **"Consultant"** means a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) **"Contract"** means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) **"Data Sheet"** means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (j) **"Day"** means a calendar day, unless otherwise specified as **"Business Day"**. A Business Day is any day that is an official working day of the Client Country excluding the official public holidays.
- (k) **"Experts"** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (l) **"Government"** means the government of the Client's country.
- (m) **"in writing"** means communicated in written form (e.g. by mail, e-mail, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt.
- (n) **"Joint Venture (JV)"** means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of

the JV are jointly and severally liable to the Client for the performance of the Contract.

- (o) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge, and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (p) **“ITC”** (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (q) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (r) **“Proposal”** means the Technical Proposal and the Financial Proposal of the Consultant.
- (s) **“RFP”** means the Request for Proposals to be prepared by the Client for the selection of Consultants.
- (t) **“Services”** means the work to be performed by the Consultant pursuant to the Contract.
- (u) **“Sexual Exploitation and Abuse” “(SEA)”** means the following: **Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. **Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. **Sexual Harassment (SH)** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts or Client’s Personnel.
- (v) **“Sub-consultant”** means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (w) **“Terms of Reference (TORs)”** means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.
- 2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.
- 3. Conflict of Interest**
- 3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by TMA.
- 3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:
- a. Conflicting Activities**
- (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
- b. Conflicting Assignments**
- (ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
- c. Conflicting Relationships**
- (iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client, or of implementing agency, or of a recipient of a part of TMA financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to TMA throughout the selection process and the execution of the Contract.

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|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4. Unfair Competitive Advantage | <p>4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.</p> |
| 5. Fraud and Corruption | <p>5.1 The TMA requires compliance with the TMA Supplier Code of Conduct.</p> <p>5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit TMA to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by TMA.</p> |
| 6. Eligibility | <p>6.1 The TMA permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for TMA-financed projects.</p> <p>6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the TMA.</p> <p>6.3 As an exception to the foregoing ITC 6.1 and ITC 6.2 above:</p> |
| a. Sanctions | <p>6.3.1 A Consultant that has been sanctioned by the TMA, partner donors, the World Bank, or a Sovereign Government shall be ineligible to be shortlisted for, submit proposals for, or be awarded the contract or benefit from the contract, financially or otherwise, during such period of time as the TMA shall have determined. The list of sanctioned and debarred firms and individuals can be obtained from the TMA website and respective sanctioning partner organizations.</p> |
| b. Prohibitions | <p>6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in the Data Sheet and:</p> <ul style="list-style-type: none"> (a) as a matter of law or official regulations, the Client's country prohibits commercial relations with that country, provided that the TMA is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Client's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country. |

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

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

**d. Restrictions
for Public
Employees**

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

- (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and
- (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Client.

e. Debarment

6.3.5 A firm that is under a sanction of debarment by the Client Country from being awarded a contract is ineligible to participate in this procurement, so long as the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

B. Preparation of Proposals

**7. General
Considerations**

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

**8. Cost of
Preparation of
Proposal**

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

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.

**10. Documents
Comprising the
Proposal**

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

10.2 The Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption including bribery.

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

11. Only One Proposal

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

12. Proposal Validity

12.1 Proposals shall remain valid until the date specified in the **Data Sheet** or any extended date if amended by the Client in accordance with ITC 13.1.1.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

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

a. Extension of Proposal Validity

12.4 The Client will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

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

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

b. Substitution of Key Experts at Validity Extension

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

12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

c. Sub-Contracting

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

13. Clarification and Amendment of RFP

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

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

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

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

14. Preparation of Proposals Specific Considerations

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

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

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

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

14.1.4 For assignments under the Fixed-Budget Selection method (FBS), the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes,

is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

**15. Technical
Proposal Format
and Content**

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

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

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

**16. Financial
Proposal**

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

**a. Price
Adjustment**

16.2 For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

b. Taxes

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

**c. Currency
of Proposal**

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

**d. Currency
of Payment**

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

C. Submission, Opening and Evaluation

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

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

- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.4 The signed Proposal shall be marked Technical Proposal and Financial Proposal.
- 17.5 The original and all the copies of the Technical Proposal shall be submitted using the electronic procurement system clearly marked. "**TECHNICAL PROPOSAL**", "[Name of the Assignment]", [reference number], [name and address of the Consultant].
- 17.6 Similarly, the original Financial Proposal shall be clearly marked "**FINANCIAL PROPOSAL**" "[Name of the Assignment], [reference number], [name and address of the Consultant]".
- 17.7 The Technical Proposal and Financial Proposal shall be submitted in separate folders in the electronic procurement system.
- 17.8 If the Proposals are not marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 17.9 The Proposal or its modifications must be submitted using the electronic procurement system **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected and promptly returned unopened.

18. Confidentiality

- 18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.
- 18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing TMA sanctions procedures.

- 18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or TMA on any matter related to the selection process, it shall do so only in writing.
- 19. Opening of Technical Proposals**
- 19.1 The Client staff shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend online using the option is offered in the **Data Sheet**. The opening date, time and the address are stated in the **Data Sheet**. The electronic folder with the Financial Proposal shall remain sealed until they are opened in accordance with ITC 23.
- 19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.
- 20. Proposals Evaluation**
- 20.1 Subject to provision of ITC 15.1, neither the evaluators of the Technical Proposals nor the procurement staff shall have no access to the Financial Proposals until the Financial Proposals are opened.
- 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
- 21. Evaluation of Technical Proposals**
- 21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
- 22. Notification of Results of Technical Evaluation, Opening of Financial Proposal for QBS method**
- 22.1 Following ranking of the Technical Proposals and determination of the proposal that has achieved the highest technical score, the Client shall notify in writing the highest-ranking Consultant of its technical score and that its Technical Proposal has been evaluated as the highest ranking.
- 22.2 The Client shall simultaneously notify in writing the other Consultants: (i) on their overall technical score, as well as scores obtained for each criterion and sub-criterion, and that their technical proposals have not been evaluated as the highest ranked; and (ii) that their Financial Proposals will remain sealed in the electronic procurement system.
- 22.3 The Client shall notify all of the Consultants that submitted proposals of the date, time and location of the opening of the Financial Proposals of the highest-ranking Consultant.

23. Opening of Financial Proposals for QCBS, FBS, and LCS methods

- 22.4 The opening date of the Financial Proposal shall not be earlier than the period specified in the notification described in ITC 22.1 and 22.2. However, if the Client receives a complaint on the results of the technical evaluation, the opening date shall be subject to ITC 35.1.
- 23.1 After the technical evaluation is completed, the Client shall notify in writing those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:
- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
 - (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
 - (iii) their Financial Proposals will be unopened and sealed in the electronic procurement system; and
 - (iv) notify them of the date, time and location of the opening of the Financial Proposals.
- 23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:
- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
 - (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
 - (iii) their Financial Proposal will be opened at the opening of Financial Proposals; and
 - (iv) notify them of the date, time and location of the opening and invite them for the online opening of the Financial Proposals.
- 23.3 The opening date shall not be earlier than the number of days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2. However, if the Client receives a complaint on the results of the technical evaluation, the opening date shall be subject to ITC 35.1.
- 23.4 The Consultant's attendance at the opening of the Financial Proposals is optional and is at the Consultant's choice.
- 23.5 The Financial Proposals shall be opened by the Client's staff in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the breakdown by criterion, shall be read aloud. The Financial Proposals will

then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to TMA.

- | | |
|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 24. Correction of Errors | 24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal. |
| a. Time-Based Contracts | 24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails, and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost. |
| b. Lump-Sum Contracts | 24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail. |
| 25. Taxes | 25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the Data Sheet . |
| 26. Conversion to Single Currency | 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source, and date indicated in the Data Sheet . |
| 27. Combined Quality and Cost Evaluation | |
| a. Quality and Cost-Based Selection (QCBS) | 27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet . The Consultant with the Proposal that |

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

b. Fixed-Budget Selection (FBS)

27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** and those that do not achieve the minimum qualifying technical score shall be rejected.

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

c. Least-Cost Selection (LCS)

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

D. Negotiations and Award

28. Negotiations

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

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

a. Availability of Key Experts

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

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

b. Technical Negotiations

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

c. Financial Negotiations

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

- 28.7 In the case of *Lump-sum contract*, if the selection method included cost as a factor in the evaluation, that is for QCBS, FBS, and LCS, the total price stated in the Financial Proposal shall not be negotiated. Where the selection method is QBS, the contract negotiations shall be done including price to ensure current market prices and rates for remuneration and reimbursables.
- 28.8 In the case of a *Time-Based contract*, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with TMA. The reimbursable expenses shall be supported by official receipts and evidence of payment.
- 29. Conclusion of Negotiations**
- 29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.
- 29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so.
- 29.3 The Client will then invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.
- 30. Standstill Period**
- 30.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be three (3) Business Days unless extended in accordance with ITC 33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant Notification of Intention to Award the Contract.
- 31. Notification of Intention to Award**
- 31.1 The Client shall send to each Consultant the Notification of Intention to Award the Contract to the successful Consultant.
- 32. Notification of Award**
- 32.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, and upon conduct of due diligence where required, the Client shall, send a Letter of Acceptance to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within three (3) Business Days from the date of receipt of such notification.
- 32.2 Within ten (10) Business Days from the date of signing the contract, the Client shall publish the Contract Award Notice on Client's website with free access to the public.
- 33. Debriefing by the Client**
- 33.1 On receipt of the Client's Notification of Intention to Award referred to in ITC 31.1, an unsuccessful Consultant may make a written request to the Client for a written debriefing and the Client shall provide the debriefing.

-
- 33.2 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting.
- 34. Signing of Contract**
- 34.1 The Contract shall be signed prior to the expiry date of the Proposal validity and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.
- 34.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.
- 35. Procurement Complaint**
- 35.1 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

Section 2. Instructions to Consultants

E. Data Sheet

[“Notes to Client” shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they should be deleted from the final RFP to be sent to the Consultants.]

ITC Reference	A. General								
1 (b)	Country of Applicable Law: Somaliland								
1 (o)	Electronic Procurement System: N/A								
2.1	Name of the Client: Ministry of Transport, Somaliland								
2.1	<p>Consultant Selection Method: (select one by placing a tick)</p> <table border="1"> <tr> <td>QCBS</td><td><input checked="" type="checkbox"/></td><td>FBS</td><td><input type="checkbox"/></td><td>LCS</td><td><input type="checkbox"/></td><td>QBS</td><td><input type="checkbox"/></td></tr> </table>	QCBS	<input checked="" type="checkbox"/>	FBS	<input type="checkbox"/>	LCS	<input type="checkbox"/>	QBS	<input type="checkbox"/>
QCBS	<input checked="" type="checkbox"/>	FBS	<input type="checkbox"/>	LCS	<input type="checkbox"/>	QBS	<input type="checkbox"/>		
2.2	Financial Proposal to be submitted together with Technical Proposal: Two (2) Envelope Submission (Financial Proposal and Technical Proposal)								
2.2	The name of the assignment is: <i>Consultancy Services for Construction Supervision for the Upgrade of the Togwajaale Border Crossing Bridge, Between Ethiopia and Somaliland.</i>								
2.3	<p>A pre-proposal conference will be held: <u>Yes</u>, an online (virtual) pre-bid conference will be held</p> <p>Date of pre-proposal conference: Monday, 16th June 2025</p> <p>Time: 10.30 a.m. Nairobi time.</p> <p>A meeting invitation will be sent to the firms who will confirm their interest in participation of the assignment.</p> <p>Venue: Online meeting via MS Teams via the link: <u>Join the meeting now</u></p> <p>Address: Not Applicable</p> <p>E-mail: procurement@trademarkafrica.com</p> <p>Contact person/conference coordinator: Head of Procurement</p>								

2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: None .
6.2	<p>Mandatory administrative documents required for eligibility are: -</p> <ul style="list-style-type: none"> a) Valid signed and stamped power of attorney in line with the law applicable for this consultancy assignment (Witnessed by a Commissioner for Oaths). b) Technical and Financial Proposals to be submitted in separate sealed envelopes. c) Certificate of incorporation d) Tax clearance certificate <p>The administrative requirement/s documents below (c and d) shall not be required at the bidding stage. These documents shall be submitted by the successful bidder after completion of the evaluation process and upon notification of award, failure by the successful bidder to submit the documents within specified time after the no-action period shall invalidate the award notification and the 2nd best evaluated bidder shall be automatically contacted and subjected to the same procedures before contracting.</p> <p>Bidders shall also be required to sign and adhere to the Supplier Code of Conduct annexed in this tender document.</p>
6.3.1	A list of debarred firms and individuals is available at the external websites of TMA, partner development donors, World Bank, or a Government with whom TMA has a Memorandum of Understanding. Consultants are required to check the respective websites for the debarred lists.
6.3.2.	The ineligible countries are: N/A
B. Preparation of Proposals	
9.1	<p>This RFP has been issued in the ENGLISH language.</p> <p>Proposals shall be submitted in ENGLISH language.</p> <p>All correspondence exchange shall be in ENGLISH language.</p>

10.1	<p>The Proposal shall comprise the following full technical proposal:</p> <p><u>Technical Proposal Forms</u></p> <ul style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 (8) TECH-7 <p><i>The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice. In addition, the consultant shall submit an outline of how this Code of Conduct will be implemented. The successful Consultant shall be required to implement the agreed Code of Conduct upon contract award.</i></p> <p><u>Financial Proposal Forms:</u></p> <ul style="list-style-type: none"> (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking (if required under Data Sheet 10.2 below)
10.2	Statement of Undertaking is required: Yes
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible ; <u>No</u>
12.1	Proposals shall be valid until ; 31st October 2025
13.1	Clarifications may be requested no later than 7 days prior to the submission deadline, through the procurement email ; procurement@trademarkafrica.com .

14.1.3	<p>The Consultant's Proposal must include <u>the minimum</u> Key Experts' time-input of <u>36.5</u> person-months.</p> <p>For the evaluation and comparison of Proposals <u>only</u>: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:</p> <p>The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount.</p> <p>Proposals that are quoted higher than the required minimum of time-input will not be adjusted.</p>
15.2	<p>The format of the Technical Proposal to be submitted is Full Technical Proposal (FTP)</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.2	<p>A price adjustment provision applies to remuneration rates: No</p>
16.3	<p>"For Information on the Consultant's tax obligations in the Client's country bidders are to consult their tax consultant"</p>
16.4	<p>The Financial Proposal shall be stated in the following currency:</p> <p>Consultant shall express the price for their Services in United States Dollars (USD).</p>
<p align="center">C. Submission, Opening and Evaluation</p>	
17.1	<p>The Consultants <i>shall</i> submit their Proposals electronically via the TMA Procurement email : procurement@trademarkafrica.com</p>
17.4	<p>The Consultant must submit in the via the procurement system:</p> <p>(a) Password-protected Technical Proposal in PDF format</p> <p>(b) Password-protected Financial Proposal in PDF format.</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date: 30th June 2025</p> <p>Time: 12:30 p.m. Somaliland Time</p> <p>Submission is electronic.</p>

	<p>Please note that the maximum size of each email with attachments must not exceed 5MB. The Technical and Financial proposal shall be submitted as two separate documents in PDF format, in the same email or separate mails.</p> <p><u>Both Technical and Financial proposals MUST be password protected.</u></p> <p>Send your passworded protected separate Technical and Financial proposals to email address: <u>procurement@trademarkafrica.com</u>.</p> <p><i>Refer to the Email submission guidelines annexed to this tender document.</i></p>																															
17.9	The Proposal submission address is: N/A																															
19.1	An online option of the opening of the Technical Proposals is offered: N/A																															
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals : N/A																															
	Opening of Financial Proposals																															
21.1	Proposal Evaluation Process <table border="1"> <thead> <tr> <th></th><th>Criteria, sub-criteria</th><th>Maximum Score</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Specific experience of the Consulting Firm (15 marks)</td><td></td></tr> <tr> <td></td><td>Experience of the consulting firm in the supervision of bridge and drainage structures. The Bidder must at least submit two completion certificates for 2 projects with the same nature, similar complexity and monetary value executed within the past 5 years.</td><td>15</td></tr> <tr> <td>2.</td><td>Technical approach and methodology. Adequacy of the Proposed Methodology and Workplan in Responding to the Terms of References (25 marks)</td><td></td></tr> <tr> <td>i)</td><td>Technical Approach and Methodology</td><td>10</td></tr> <tr> <td>ii)</td><td>Clearly prepared Workplan that fits within the project completion time</td><td>5</td></tr> <tr> <td>iii)</td><td>Adequate staffing schedule: realistic of estimated staff inputs for key experts when needed on site</td><td>10</td></tr> <tr> <td>3.</td><td>Qualifications of Key experts and experience in the field of assignment (50 marks)</td><td></td></tr> <tr> <td>i)</td><td>Team Leader (Civil or structural engineer)</td><td>15</td></tr> <tr> <td>ii)</td><td>Quantity Surveyor</td><td>10</td></tr> </tbody> </table>			Criteria, sub-criteria	Maximum Score	1.	Specific experience of the Consulting Firm (15 marks)			Experience of the consulting firm in the supervision of bridge and drainage structures. The Bidder must at least submit two completion certificates for 2 projects with the same nature, similar complexity and monetary value executed within the past 5 years.	15	2.	Technical approach and methodology. Adequacy of the Proposed Methodology and Workplan in Responding to the Terms of References (25 marks)		i)	Technical Approach and Methodology	10	ii)	Clearly prepared Workplan that fits within the project completion time	5	iii)	Adequate staffing schedule: realistic of estimated staff inputs for key experts when needed on site	10	3.	Qualifications of Key experts and experience in the field of assignment (50 marks)		i)	Team Leader (Civil or structural engineer)	15	ii)	Quantity Surveyor	10
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	iii)	Geotechnical/Materials Engineer	10
	iv)	Topographic	5
	v)	Environmentalist	2.5
	vi)	Sociologist	2.5
	vii)	Works Inspector	5
	4.	Local Content & Gender diversity	10
	(a)	At least Two (2) key of the experts are from the Ethiopia-Somaliland Region	5
	b)	Reflecting diversity in gender from the key experts	5
		GRAND TOTAL	100
	<p>The number of points to be assigned to each of the above key personnel positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications (general education, training, and experience): 20 %</p> <p>2) Adequacy for the Assignment (relevant education, training, specific experience in the sector/similar assignments): 60%</p> <p>3) Relevant experience in the region (working level fluency in local language(s)/ knowledge of local culture or administrative system, government organization, etc.: 20 %</p> <p>Only those proposals scoring the minimum threshold will proceed to be evaluated in the subsequent step.</p> <p>Minimum score for technical merit: 70 points. This score will be T in the final weighting (see Section 27.1 below).</p> <p>Note: <u>Bidders must attach credentials including certificates and signed CVs by respective key Experts</u></p>		
23.4	The Financial Proposal shall be opened through the online electronic procurement system: N/A		
25.1	For evaluation purposes, it's the responsibility of the bidders to include all identifiable indirect local taxes, such as sales taxes, excise taxes, VAT, or other similar charges applicable to contractual invoicing and (b) any additional indirect taxes on remuneration for services offered by non-resident staff in the beneficiary's country.		
26.1	Not Applicable.		

27.1	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = _____ [Insert weight between 0.70 and 0.90], and</p> <p>P = _____ [Insert weight between 0.30 and 0.10]</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.</p>
	D. Negotiations and Award
28.1	<p>Expected date and address for contract negotiations:</p> <p>To be communicated (TBC).</p> <p>Email: procurement@trademarkafrica.com</p>
34.2	<p>Expected date for the commencement of the Services:</p> <p>Date: December 2025 at: Togwajaale Border Crossing Bridge, Between Ethiopia and Somaliland.</p>
35.1	<p>If a consultant wishes to make a complaint about this procurement, the Bidder should submit its complaint in writing via email to complaints@trademarkafrica.org.</p>

Section 3. Technical Proposal Standard Forms

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

CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION	Page Limit
TECH-1	Technical Proposal Submission Form.	
TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
TECH-2	Consultant's Organization and Experience	
TECH-2.1	A. Consultant's Organization	
TECH-2.2	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-3.1	A. On the Terms of Reference	
TECH-3.2	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, Assignment, and Key Experts Inputs	
TECH-7	Curriculum Vitae	
TECH-8.1	Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration	
TECH-8.2	Code of Conduct	
TECH-9	Support Documents	

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

FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

{If the Consultant is a joint venture, insert the following:} We are submitting our Proposal as 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 TMA.
- b) Our Proposal shall be valid and remain binding upon us until the date specified in 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 TMA’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 TMA, partner donors, the World Bank, or Sovereign Governments. 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 TMA for non-compliance with SEA/SH obligations.]
 - (ii) [are subject to disqualification by the TMA for non-compliance with SEA/SH obligations.]
 - (iii) [had been subject to disqualification by the TMA for non-compliance with SEA/SH obligations. An arbitral award on the disqualification case has been made in our favor.]
- (g) 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: {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: 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 the form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant’s role/involvement.

2.1. Consultant’s Organization

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

2.2. Consultant’s Experience

- Use the table format below to indicate only previous similar assignments successfully completed.
- Provide 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, as requested by the Client and furnished under Support Documents of the Technical Proposal.

Assignment name:		Contract Value (USD):	
Country:		Duration of assignment (months):	
Location within country:		Total Number of staff-months of the assignment:	
Name of Client:		Number of professional staff-months provided by your consulting firm or sub-consultants:	
Contact Person:			
Designation:			
Address:		Value of the services provided by your firm under the contract (USD):	
Telephone:		Name of associated Consultants, if any:	
Email:			
Start date:	<i>[Day, Month, Year]</i>	Names and titles of senior professional staff of your consulting firm involved and designation:	
End date:	<i>Day, Month, Year]</i>		
Project Title and Description:			
Description of actual services provided by your staff within the assignment:			
Name of Consulting Firm:			

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

Use this form to provide comments and suggestions on the Terms of Reference that could improve the quality or 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.

3.1. Comments and Suggestions on the Terms of Reference

{improvements to the Terms of Reference, if any}

3.2 Comments and Suggestions 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: 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. The technical proposal should be structured as follows:

[Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]

4.1. 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 and, as required in the TOR, on managing cyber security risks related to the proposed consulting services contract to deliver the expected output(s), and the degree of detail of such output. Further, include ways of ensuring that this assignment will ensure that other Environmental and Social risks are managed and where applicable, opportunities are exploited to improve the outcome of the project. Please do not repeat/copy the TORs in here.}

4.2. 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.}

4.3. Organization and Staffing

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

FORM TECH-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

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

FORM TECH-6: TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)				
		Position		D-1		D-2		D-3		D-4		D-...		Home	Field	Total
Key Experts																
K-1		[Team Leader]	[Home]	[2 month]		[1.0]		[1.0]								
			[Field]	[0.5 m]		[2.5]		[0]								
K-2																
K-3																
n																
Subtotal																
Non-Key Experts																
N-1			[Home]													
			[Field]													
N-2																
n																
Subtotal																
Total																

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



Full time input



Part time input

FORM TECH-7: CURRICULUM VITAE

Position Title and No.	{e.g., K-1, Team Leader}
Name of Expert:	{Insert full name}
Name of Firm:	{Insert name of consulting firm}
Date of Birth:	{day/month/year}
Country of Citizenship and Residence:	{Insert the name of citizenship and current residence}
Telephone:	{Insert cellphone number of the expert}
Email:	{Insert email address of the expert}

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained. The copies of certificates should be submitted as part of the support documents}

Education Institution	Qualification Attained	Year of Award

Short Training: {List any recent and relevant short training attended as a trainee}

Name of Training Organization	Title of Training	Date of Training

Employment: {Starting with present position, list in reverse order employment record relevant to the assignment. Please provide dates, name of employing organization, titles of positions held, types of activities performed, name of country of employer, location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references.}

Period	Employing Organization	Summary of activities relevant to the assignment
Start Date: End Date: Duration: (months)	Country: Location: Employer: Job Title: Contact Person: Telephone: Email:	

..		
..		

Membership in Professional Associations: *{List below the names of professional associations that the expert is registered and licensed to practice}*

Professional Publications: *{List below recent professional and industry publications by the expert}*

Language Skills: *{indicate only languages in which you can work, ranging from 1 to 5, where 1 is poor and 5 is excellent. The expert may be asked to avail further evidence that they are proficient in the languages}*

Language	Speaking	Reading	Writing

Specific Experience: *{Use the following format to indicate the specific experiences that are relevant to the proposed consulting services and that best describes the capability to handle the assignment. Replicate the table for each specific experience}*

Assignment:	<i>{Indicate the assignment title of the consulting services}</i>			
Position:	<i>{Insert the position title among the key experts}</i>			
Period:	Start Date:	<i>{Day, Month, Year}</i>	End Date	<i>{Day, Month, Year}</i>
Location:	<i>{Indicate the location of the consulting services, city, and country}</i>			
Client:	<i>{Provide name of the client with whom offered consulting services}</i>			
Project:	<i>{Indicate name of the project and source of funds}</i>			
Activities:	<i>{A brief description of the assignment, the source of funding, the main activities performed by the expert, deliverables and outputs}</i>			

Certification: I, the undersigned, certify that to the best of my knowledge and belief, this curriculum vitae 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 have no conflict of interest and confirm that I shall comply to the TMA Supplier Code of Conduct and policies regarding confidentiality, intellectual property, organized crime, anti-terrorism financing, environmental and social standards. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by TMA.

Name of Expert	Signature	Date <i>{Day/Month/Year}</i>
Name of Authorized Representative of the Firm	Signature	Date <i>{Day/Month/Year}</i>

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FORM TECH-8:1 SEA AND/OR SH 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]

Date:	<i>[insert day, month, year]</i>
Consultant Name:	<i>[insert full name of Bidder]</i>
Name of Joint Venture Member:	<i>[insert full name]</i>
RFP Reference No.:	<i>[insert tender reference number]</i>
Contract Title:	<i>[insert contract title]</i>
<i>We [Consultant to select one of the following relevant declarations by ticking in the relevant box]:</i>	
<input type="checkbox"/>	(a) have not been subject to disqualification by the TMA or non-compliance with SEA/ SH obligations
<input type="checkbox"/>	(b) are subject to disqualification by the TMA for non-compliance with SEA/ SH obligations.
<input type="checkbox"/>	(c) had been subject to disqualification by the TMA or non-compliance with SEA/ SH obligations and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.
<i>[If (c) above is applicable, the Bidder shall attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i>	

FORM TECH 8.2: CODE OF CONDUCT**Environmental, Social, Health and Safety (ESHS)**

The Consultant shall apply the Code of Conduct Form below that will apply to the Consultant's Key Experts, Non-Key Experts, and relevant technical and administrative support staff for this assignment, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice as may be more fully described in the Terms of Reference. No substantial modifications shall be made to this Form, except that the Consultant may introduce additional requirements, including as necessary to take into account specific contract issues/risks.

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

Code of Conduct for Consultant's Personnel (ES) Form**Note to the Bidder:**

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

The Bidder shall initial and submit the Code of Conduct form as part of its bid.

CODE OF CONDUCT FOR CONSULTANT'S PERSONNEL

We are the Consultant, [enter name of Consultant]. We have signed a contract with [enter name of Employer] for [enter description of the Consultancy]. This Consultancy will be carried out at [enter the Site and other locations where the Consultancy will be carried out]. Our contract requires us to implement measures to address environmental and social risks related to the execution of the consultancy, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Consultancy. It applies to all our Key Experts, Non-Key Experts, relevant technical and administrative support staff for this assignment and other employees at the Consultancy Site or other places where the Consultancy is being carried out. It also applies to the personnel of each sub-contractor/sub-consultant and any other personnel assisting us in the execution of the Consultancy. All such persons are referred to as "**Consultant's Personnel**" and are subject to this Code of Conduct.

This Code of Conduct identifies the behaviour that we require from all Consultant's Personnel.

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

REQUIRED CONDUCT

Consultant's Personnel 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, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person.
3. maintain a safe working environment including by:
 - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health.
 - b. wearing required personal protective equipment.
 - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health.
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children.
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature with other Consultant's or Financier's Personnel.
7. 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.
8. 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.
9. not engage in any form of sexual activity with individuals under the age of 18 (or specified legal age of the country), except in case of pre-existing marriage.
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH).
11. report to the relevant authority violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Financier, or who makes use of the grievance mechanism for Consultant's and Consultant's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behaviour 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 the Consultant's Social Expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the

Contract, another individual designated by the Consultant to handle these 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.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by the Consultant's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR CONSULTANT'S PERSONNEL:

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 Consultant's contact person(s) with relevant experience]] requesting an explanation.

Name of Consultant's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Consultant:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1: Behaviours constituting Sexual Exploitation and Abuse (SEA) and behaviours constituting Sexual Harassment (SH)

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviours.

- 1) **Examples of sexual exploitation and abuse** include, but are not limited to:

- A Consultant's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- A Consultant's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.

- A Consultant's Personnel rapes, or otherwise sexually assaults a member of the community.
- 2) A Consultant's Personnel denies a person access to the Site unless he/she performs a sexual favour. A Consultant's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her. **Examples of sexual harassment in a work context**
- Consultant's Personnel comment on the appearance of another Consultant's Personnel (either positive or negative) and sexual desirability.
 - When a Consultant's Personnel complains about comments made by another Consultant's Personnel on his/her appearance, the other Consultant's Personnel comments that he/she is "asking for it" because of how he/she dresses.
 - Unwelcome touching of a Consultant's, Consultant's or Financier's Personnel by another Consultant's Personnel.

A Consultant's Personnel tells another Consultant's or Contractor's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

FORM TECH-9: SUPPORT DOCUMENTS

The consultant shall attach the following support documents as part of the technical proposal:

- (a) Power of attorney.
- (b) Certificate of Incorporation or Registration of the firm and each member of JV.
- (c) Joint venture agreement, if required.
- (d) Tax compliance certificate of the firm, and each member of JV.
- (e) Professional practice certificates of the firm and each member of JV.
- (f) Similar experience reference letters or service completion certificates for the firm.
- (g) Academic certificates for each key expert.
- (h) Professional practice license for each key expert, if required.
- (i) Copy of national identification card or passport for each key expert.
- (j) *[Add or delete required documents to meet the evaluation criteria].*

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.

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 reference number and 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} {Insert amount(s) in words and figures}***, excluding of all local taxes in accordance with ITC 25.1 in the Data Sheet.

The estimated amount of local 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 of 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 declare that we shall comply with the TMA policies on conflict of interest, code of conduct, confidentiality, intellectual property, organized crime, anti-terrorism financing, environmental and social standards.

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

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative):

Full name: {insert full name of authorized representative}

Title: insert title/position of authorized representative}

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: {insert the authorized representative's phone number}

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

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

FORM FIN-2 SUMMARY OF COSTS

Item	Cost
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet }
	United States Dollars (USD)
Cost of the Financial Proposal:	
Remuneration	
Reimbursables	
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}	
Local Taxes	
Withholding Tax	
VAT	
<i>{insert type of tax}</i>	
Total Local Taxes	

FORM FIN-3 BREAKDOWN OF REMUNERATION

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

No.	Name	Position (as in Tech 6)	Person Month Remuneration Rate (USD)	Time Input in Person/Month	Line Total (USD)		
Key Experts							
K-1			[Home]				
			[Field]				
K-2			[Home]				
			[Field]				
K-3			[Home]				
			[Field]				
..			[Home]				
			[Field]				
Subtotal Key Experts							
Non-Key Experts							
N-1							
N-2							
N-3							
..							
Subtotal Non-Key Experts							
Total Costs							

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

No.	Type of Reimbursable Expenses	Unit	Unit Cost (USD)	Quantity	Line Total (USD)
	{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}				
	{Training of the Client's personnel if required in TOR}				
	..				
Total Cost					

Section 5. Terms of Reference

CONSULTANCY SERVICES FOR CONSTRUCTION SUPERVISION FOR THE UPGRADE OF THE TOGWAJAALE BORDER CROSSING BRIDGE, BETWEEN ETHIOPIA AND SOMALILAND

1. Introduction

1.1 About TMA

TradeMark Africa (TMA) is a leading African Aid-for-Trade organization that was established in 2010. TMA aims to grow intra-African trade and increase Africa's share in global trade while helping make trade more pro-poor and more environmentally sustainable. Our focus on reducing the cost and time of trading across borders through enhanced trade policy, better trade infrastructure, standards that work for businesses, greater use of digital innovations, and a focus on creating trade access for vulnerable groups, has contributed to substantially lower cargo transit times through improved border efficiency and reduced trade barriers.

TMA recently rebranded from TradeMark East Africa (TMEA), reflecting our ambitions to serve partners in driving continental-wide trade gains, and are expanding from East and the Horn of Africa to Southern and West Africa. TMA operates on a not-for-profit basis and is funded by institutional and philanthropic development partners. TMA works closely with regional and continental intergovernmental organizations, national Governments, the private sector, and civil society organizations to deliver results that drive shared prosperity and reduce poverty.

For more information, please visit www.trademarkafrica.com

1.2 About the Proposed Project

TMA has received financing from the Swedish International Development Cooperation Agency (SIDA) regarding the Swedish Initiative for Facilitating Trade in Africa (SWIFT) toward the cost of the **upgrade of the Togwajaale border crossing bridge, between Ethiopia and Somaliland, Republic of Somaliland** and intends to apply part of the proceeds toward payments for consultancy services for Environmental and Social Impact Assessment studies for the upgrade of the Togwajaale border crossing bridge, between Ethiopia and Somaliland. The project involves:

- a) Construction of a Reinforced Concrete Box Culverts of 4x4x2.5m, 24 m long
- b) Wadi river training and construction of flood wall barriers
- c) Wadi cleaning and supply and installation of garbage collection bins.

The Tog Wajaale project area, as per the project's feasibility study findings has experienced rapid population growth, rising from an estimated 10,000 in 1995 to over 70,000 by 2022, with the Ethiopian side accounting for approximately 14,438 residents, according to the 2007 census. The area's economy is primarily agro-pastoralist, combining crop farming and livestock rearing, with urban residents engaged in trade, self-employment, and benefiting from remittances. Livestock and livestock product

sales are the dominant sources of income across all wealth groups. Additional income sources include agricultural labor, crop sales, and self-employment, with urban centers offering vital labor markets during times of hardship. In the highlands and midlands, sorghum and maize are the main crops cultivated.

1.0 Objective of the assignment

The objective of this Terms of Reference (ToR) is to procure an engineering consultancy firm, to carry out continuous design review and construction supervision of the construction of **Consultancy Services for Construction Supervision for the Upgrade of the Togwajaale Border Crossing Bridge, Between Ethiopia and Somaliland.**

2.0 Recipient

The recipient is the Government of Somaliland.

3.0 Scope of work

The current border crossing bridge is located between Ethiopia and Somaliland at Togwajaale border. It is narrow for trucks to cross from each direction. The water stream underneath is also flowing due to waste management challenges and proper river training.

TMA wishes to hire an experienced consultant for carrying out continuous design review and construction supervision.

The Consultant will be responsible for the construction supervision and contract administration on behalf of TMA.

4.1 Pre-construction Phase

The Consultant before the commencement of the works and during mobilization of the contractor shall carefully review the sufficiency of the engineering drawings, plans, technical specifications, design calculations, environmental and social impact assessment and its associated management plans and others. The consultant shall then make all amendments/updates and if necessary additional geotechnical investigations, hydrological studies and any other relevant studies as agreed with the beneficiary, donors and TMA to ensure the soundness and sufficiency of the detailed engineering design and contract documents and accuracy of the bill of quantities.

The services may include proposing all necessary field surveys and data collection to be undertaken during the supervision phase to complete the work in accordance with these requirements and international best practice in the engineering and environmental and social safeguards profession.

The consultant shall carry out the following:

Topographical Survey

The Consultant shall locate and identify the survey reference points (beacons) and benchmarks established by the design consultant and shall undertake a control survey to check the accuracy of the co-ordinates thereof given on the construction drawings. The consultant shall also ascertain the correctness of the available survey data and correct any errors where identified.

The Consultant shall carry out topographic surveys for setting out the box culverts taking into consideration 100 years return period rains. Additional topographical survey data where required shall

be carried out to ensure the correctness of the information given on the construction drawings. Any beacons and benchmarks, which are found to be missing, shall be replaced.

Geometric Design

The Consultant shall check the computation and definition of the geometric characteristics of the approach roads along the centre line. Staking data shall also be given for points at regular intervals along curves and the longer tangent alignments. The vertical alignment shall be checked and corrected or improved where necessary.

Engineering Drawings

The Consultant shall check and review the engineering drawings and thereafter prepare the construction drawings incorporating any additional design changes that may be required. The Consultant shall also review the longitudinal sections in accordance with the detailed topographical survey. The Drawings shall be prepared in both A1 (4 sets) and A3 (4 sets) sizes and shall comprise but not limited to the following:

- A general arrangement illustrating the existing ground profile, running chainage, cross-section showing natural ground levels and design levels all at 10 m centres, horizontal and vertical curve details.
- Site clearance drawing illustrating clearance items, and/or items to be retained clearly identified.
- Construction areas and drainage drawing showing raised ground, drainage structures, slope protections, pavement types and other construction areas/ structures.
- Illustrating approach roads and pedestrian walkways, buildings and street furniture such as lighting and signs.
- Setting out - Plan and Profile, scale 1:2,000 and 1:200 vertical: showing running chainage, natural ground levels and design levels all at 10 m centres, horizontal and vertical curve details; side drain locations; descriptions and references to all drainage works; location and values of bench marks and traverse stations, location of road furniture; contour lines super-imposed on plans and any other relevant information on the format approved by the client.
- Drainage structures and slope protections.

Environmental and Social Matters

The Consultant will review the previous studies made for the project, including confirming incorporation of the Republic of Ethiopia's and Somaliland's policies on environmental and social matters, incorporation of TMA's policies and any other relevant international best practice to ensure proper and satisfactory implementation of appropriate impact mitigation measures, and exploitation of opportunities.

Contractor's Obligations

The consultant will ensure that adequate measures are put in place to ensure that the contractor honours the payments of dues to its staff, suppliers and any other sub-contractors. These measures may include but are not limited to requiring the Contractor to make written declarations confirming status of payments to all their staff, suppliers and any other sub-contractors. Before approval of the next Interim payment certificate, the Consultant will require the contractor to submit payment evidence of salaries to his staff and suppliers. If not, the Consultant will give a notice to correct to the contractor

and if not done, a recommendation to forfeit the Performance guarantee for safeguards should be made to TMA to act upon it.

Relocation of Public Utilities

The Consultant will assess the information provided in the design drawings on existing utility services location. Any utility services not shown on the drawings but requiring relocation shall be identified. The Consultant will liaise closely with the utilities authorities concerned on all proposed relocation of any services affected by the works and all official dealings with the utility providers shall be conducted through the client.

The assessment will include existing services along and within the site and will ensure proposals for relocation, whether temporary or permanent, incorporate appropriate safeguards to protect existing services against damage during construction. The Consultant will also ascertain from the authorities concerned what new services are required to be installed and make provision for these in the drawings.

In addition to the above and to avoid future major disruptions during the bridge by utility providers, a provision of service ducts/pipes for future installations like Broadband ICT infrastructure (Fiber Optic Cables), and water pipes shall be made. Consequently, as part of the design review, the consultant shall ascertain the adequacy of the provision in the works contract for service ducts/pipes for future installation of ICT at the proposed Border facilities and if inadequate make the necessary recommendations to the Employer.

Survey Data Checking

Centreline, structures and earthworks setting-out information will be checked and the co-ordinates and condition of the installed control benchmarks (beacons/monuments) confirmed. Sufficient topographical survey data, which should include built up areas and section with buildings and drainage structures, if at all any, will be checked to ensure complete compatibility with the construction drawings.

Other Obligations

The consultant appointed by TMA will be required to review all drawings, technical specifications and check if all details are correct and if there are no missing details. Any error or missing details shall be corrected before the construction works start.

The consultant will report any environmental and social safeguarding incidents or accidents that may occur in the process of project implementation to TMA and Somaliland Government immediately after getting wind of the concern, and within 48 hours, even when full details of the incident is still being sought.

The consultant will prepare and make presentations (preferably PowerPoint) on a regular basis as directed by TMA of progress made in project implementation.

The consultant will prepare minutes of meetings during any project related meetings, disseminate to relevant stakeholders, and keep the records for future reference.

The consultant will develop a matrix/reporting template to check and confirm that the contractor honours their payment obligations to their staff and suppliers.

Management Systems

The Consultant shall prepare, in liaison with and for approval by TMA Project and Somaliland Government Technical Team, details of their proposed Management Systems, including information management systems and quality management procedures for supervision of the construction works including the environmental and social aspects of the work. In particular this shall include:

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- i. Project Control Plan to ensure adequate supervision and positive quality control of all works at all times.
 - ii. Quality Management Manual, including site supervision procedures, guidelines, standard forms to be completed; approvals to be sought; non-conformance identification and management.
 - iii. Management Information System including information collection and reporting mechanisms, procedures, standard templates and forms.
 - iv. Technical verification procedures for on-site design changes, and certification of works completed.
 - v. Document control and change management procedures.
 - vi. Management of technical and contractual records (to ensure compliance with latest documentation and accurate As-built records);
 - vii. Materials testing plan, including sampling and testing methodology, testing schedules, analysis and reporting formats.
 - viii. Key Performance Indicators to monitor the works.
 - ix. Environmental and Social Management Plan and the requisite reporting templates for the periodic reports (including waste management plan, traffic management plan, labour management plan etc as deemed appropriate for the project).
 - x. Emergency response plan.
 - xi. Grievance Redress Mechanism (GRM) for the project workers and for the neighbouring community with templates for recording and receiving grievances, and escalation mechanisms for grievances not resolved at the project level.
 - xii. Plan for prevention and addressing concerns or acts of sexual exploitation, abuse and harassment (SEAH). The following non-exhaustive list illustrates instances of SEAH that are not tolerated in the project.

Examples of sexual exploitation and abuse include, but are not limited to:

- A Consultant's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- A Consultant's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A Consultant's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Consultant's Personnel denies a person access to the Site unless he/she performs a sexual favour.
- A Consultant's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

Examples of sexual harassment in a work context

- Consultant's Personnel comment on the appearance of another Consultant's Personnel (either positive or negative) and sexual desirability.
- When a Consultant's Personnel complains about comments made by another Consultant's Personnel on his/her appearance, the other Consultant's Personnel comment that he/she is "asking for it" because of how he/she dresses.

- Unwelcome touching of a Consultant's, Contractor's or Employer's Personnel by another Consultant's Personnel.
- A Consultant's Personnel tells another Consultant's or Contractor's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

Site Preparation

The Consultant shall carry out the following activities to ensure the site is prepared and ready for contractor mobilization:

- i. Vehicular Access – the Consultant shall establish requirements for vehicular access for construction. Where not already accommodated these access requirements shall be incorporated into the design for temporary works.
- ii. Continuous follow-up with local authorities to ensure the site is free of encumbrances including resettlement of Project Affected Persons and/or evaluation of the relocation process, if required.

Contractor Mobilization

The Consultant shall support Somaliland Government /TMA in preparing for the mobilization of the Contractor, in particular:

- i. Checking that all contract and project documents are complete and accurate before issue to the Contractor.
- ii. Reviewing contractual responsibilities (including environmental and social responsibilities) and making sure these are clearly defined for all aspects of the work.
- iii. Preparing a list of actions required for a smooth project start on site, including drafting letters informing other Ministries and key stakeholders at central and local leaders.
- iv. Support Somaliland Government/TMA to prepare for and facilitate a pre-construction meeting with the Works Contractor, including:
 - a) Discussion of contractual obligations and responsibilities.
 - b) Checking the contractor has been issued with all necessary contract and project documents.
 - c) Identifying any supplementary information, the contractor may request to carry out the works;
 - d) Review Contractor's mobilization plan and Site handover arrangements.
 - e) Agree dates for submission of contractor's programme, breakdown of rates, plant list, quality control plan, and other deliverables required under the contract.
 - f) Review the proposed Key Performance Indicators.
- v. Review submissions from the Contractor and report findings and conclusions to Beneficiary /TMA Project Technical Committee

The Consultant shall prepare a Contractor's Mobilization Report summarizing the above and:

- i Performance bank Guarantee, Safeguards Performance guarantee, Advance Payment Bank Guarantee, Insurance of the Works, Parties to the Project, Commencement Order.
- ii Organization and Correspondence.
- iii Lines of Communication.
- iv Contractor's detailed work programme and Consultant's initial analysis of production rates, critical path etc.
- v Contractors' initial method statements for undertaking critical components of the works.
- vi Proposed resource schedules and Consultants comments.
- vii Description of the Management Systems and standard forms to be used.
- viii Schedule and chairing the site meetings.
- ix Contractor's obligations.
- x List of all contractual documentation submitted or to be submitted.
- xi Contractor's mobilization

Stakeholder Co-ordination

The Consultant shall inform all parties of the proposed works before contractor mobilization and during the project shall ensure that:

- i All parties involved in the works are informed about the developments on site relevant to their respective competencies.
- ii Representatives of public utilities, traffic management / Police, local government and water and environment management bodies among others shall be invited from time to time to site meetings and, whenever necessary, special co-ordination meetings shall be convened.
- iii Grievance Redress Committee (GRC) is set up, meetings are conducted regularly, and minutes of the meetings are shared with Somaliland Government and TMA.

4.2 Construction Phase

The consultant shall conscientiously fulfil to the highest professional standards the role of the Engineer (Project Manager), as defined under the Works Contract and to supervise construction of the Works (on behalf of TMA/Government of Somaliland) throughout the entire construction period, including the Defects Notification Period (DNP) (maintenance). This phase shall also include carrying out any design review necessitated by unforeseen site conditions. During this phase, the consultant shall ensure processes, methods, plans and proposals submitted by the construction contractor are adequate to enable Government of Somaliland /TMA deliver the above projects to time, quality and budget.

The main duties of the Consultancy Services under these Terms of Reference are:

- (i) Continuous Design Review
- (ii) Construction supervision, as The Engineer under construction works signed contract and FIDIC Conditions of Contract, of both contracts, including during the Defects Notification Period

- (iii) Construction contract progress monitoring, reporting and financial management
- (iv) Ensuring the objective of the Project with respect to timely completion of the construction contracts, in conformity with desired standard and to budget, is achieved.
- (v) Ensuring the project implements the environmental and social management plan (ESMP) including meeting the labour and working conditions standards such as continuous issuance of appropriate PPEs, and timely remuneration of project staff/workers.
- (vi) Services during the Defects Notification Period

The Consultant shall fulfil all the duties and responsibilities of the Engineer and the Engineer's Representative as detailed under the contract for construction works. During Construction the Consultant shall review and monitor contractor's proposals, programmes and plans on behalf of Somaliland Government /TMA, maintain a complete record of site operations, verify all survey controls and setting out of works, and test the quality of materials and works. In addition, the consultant shall undertake any changes to the design as and when necessitated by site conditions and as agreed with the Employer.

The consultants shall be responsible for verification of measurements, interim payment certificates variations and cost control, advise Government of Somaliland/TMA on dealing with problems arising during the execution of works and claims submitted by the contractor. During the Defects Notification Period phase, the consultants shall carry out regular inspection of works and be responsible for preparation of the statement of completion. The following shall be carried out:

Review and Monitor Contractor's Proposals, Programmes and Plans

The Consultant shall review all programmes, work plans, management plans and proposals submitted by the contractor or included in the contract and ensure the plans are appropriate before submitting to Government of Somaliland/TMA for approval. Once approved, the Consultant shall monitor progress and compliance through weekly and monthly reports. The review and monitoring shall include:

The contractor's proposed work programs and associated calculations, work method statements, resource analysis and requirements, and approve or reject the proposals accordingly. Identify any changes, modifications or additional resources required.

Contractor's proposed working drawing/plans and associated calculations, including those for temporary works. Approve or reject the proposals accordingly and identify any changes required.

Review the Contractor's proposal which (in the Contractor's opinion) will, if adopted,

- a) accelerate completion of works,
- b) reduce the cost of executing, maintaining or operating the works,
- c) improve the efficiency or value of the completed works,
- d) enhance environmental and social safeguarding measures, or
- e) otherwise be of benefit to Government of Somaliland and TMA, and
- f) Advise Government of Somaliland/TMA regarding accepting/modifying or rejecting such proposals and any cost implications.

Continuously monitor the Contractor's progress against programme and method of working in respect of each and all construction activities and produce a resource analysis against production needs. Notify

the Contractor when additional resources, revised methods of working, or revised programme of the works are considered necessary.

Review the measures proposed by the Contractor with respect to traffic diversions to ensure that disturbance to normal traffic flows is kept to an absolute minimum. The Consultant shall ensure that the traffic management measures proposed will in no event compromise the health and safety of border users, in particular vulnerable road users such as pedestrians or cyclists, or any of the Contractor's staff.

Review the Contractor's occupational health and safety plan to ensure that the health and safety of the public and the Contractor's workforce are not compromised as a result of the construction works. The health and safety plan shall include measures to

- i. reduce risks of sexually transmitted diseases (including HIV/AIDS) and other transmitted diseases through the promotion of awareness and use of appropriate mitigation measures.
- ii. ensure workers at hazardous sites are provided with and trained to use protective equipment such as safety boots, helmets, goggles, mouth and ear muffle.
- iii. ensure trained first aiders are readily available for all workers on site, provide first aid equipment and transport to hospital if required.
- iv. ensure suitable gender responsive accommodation, sanitation and mess facilities are provided and maintained.
- v. provide suitable signs, cones and temporary fencing around work areas open to the public.
- vi. comply with national legislation on occupational health and safety in so far as having requisite licenses, and any other relevant statutory requirements.

Review the Environmental and Social Management and Monitoring Plan (ESMMP) prepared by the contractor and ensure it covers any proposed mitigation measures identified in the ESIA; measures proposed at the design stage or any measures the consultant identifies to minimise any negative environmental and social impact during construction. The consultant shall also check that the Contractor has staff assigned to guide implementation and monthly reporting on the progress of the ESMMP. The consultant shall liaise with Somaliland Government and Ethiopian Environmental Protection Authority (EPA) and any other related agency in Somaliland to approve any additional site specific ESIA's covering temporary infrastructure and identify any other Government departments and lead agencies that need to be consulted. The consultant shall then monitor the environmental impact mitigation measures implemented by the Contractor during the project. These measures may include, but not limited to:

- a) Minimising water and soil degradation.
- b) Minimising noise and dust levels.
- c) Reinstatement of all borrow pits and quarry sites.
- d) Minimising the risk of soil erosion by grassing and planting of trees and stabilising the inlets and outlets of culverts on sandy soils with gabion or stone pitching.
- e) Avoiding long traffic diversion routes to minimise the effect of dust on the surrounding environment. In any case the diversion shall be kept damp to reduce dust and be reinstated at least to their original state or as near as possible.
- f) Preventing spillage of oil, fuel, and lubricants and any other hydrocarbons. Where spillage occurs, the soil shall be collected and disposed of in such a way as not to adversely affect the natural environment;

- g) Rock blasting near settlement areas should be avoided where feasibly possible, but where it is necessary, it shall be properly coordinated with the relevant officers of the Government Authorities and local communities to minimise levels of noise pollution, flying stones and vibrations and minimise community interference.
- h) Strategically locate camp sites in less sensitive environments to minimise impacts of disruption to the local population, fauna and flora and watercourses. Ensure adequate drainage facilities and treatment of sewage and waste disposal needs are provided in line with national law and camp areas are dismantled and rehabilitated once construction is complete. The Consultant shall ensure that an Environmentalist will start the assignment in the early phases of the supervision activities and will remain available during the entire period of the performance of the contract on a part time basis.
- i) Signing of contracts and codes of conduct by all the project workers as appropriate.
- j) Ensure that a grievance redress mechanism for the project workers is developed and shared with all the workers before the commencement of any works.
- k) Contractor's workers are provided with adequate changing rooms and sanitation facilities that are gender responsive
- l) Toolbox talks are held regularly with all project workers to educate them on safe working practices, and to receive from them any feedback or grievance with regards to working conditions.

Develop Key Performance Indicators and a work plan to monitor all aspects of the quality of the works as well as Climate Change KPIs during the construction, Health and safety (e.g. near misses and accidents on site etc.), Environmental (record of oil spills, no. of trees seedlings planted for site restoration etc.), Social (e.g. no. of grievances received, resolved and pending, number of stakeholder engagement meetings, awareness campaigns on HIV/AIDS and STIs etc) to be reported on monthly basis, together with the project's progress reports. The indicators shall be agreed between Government of Somaliland /TMA and the Contractor with the advice of the consultant.

Maintain Complete Records of Site Operations

The consultant shall develop an MIS to maintain a complete record of all site operations and to analyse the data monthly in order to check trends and progress, in particular against the agreed Key Performance Indicator's (KPIs). This shall include but not limited to:

- i Maintaining detailed Daily Site Diaries (including relevant statistics of the day such register of staff on site, to be recorded by the end of each day, not afterwards and signed by the contractor), detailed written records and / or digital photographic records of all contractual correspondence and data; all work stoppages or delays; accidents on site; official visitors to site; weather records; all activities in progress at any time on site showing the start and end time and full details of the resources employed per activity.
- ii Maintaining detailed records (and make available for inspection) of the Contractor's equipment on site and its precise date of arrival or removal from site, its date of manufacture, previous hours worked and condition, the date commissioned to commence work, its availability and utilization and to establish equipment availability figures for each category of equipment.
- iii Maintaining comprehensive records of human and material resources mobilized and used by the Contractor. Unbalanced resources or discrepancies between projected outputs and works performed shall be brought to the attention of the Contractor.

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- iv Maintaining a systematic record of all inspection and test results to provide the basis for systematic and statistical analysis.
 - v Maintaining a formal record of digital progress photographs taken throughout the duration of the Contract at weekly and monthly intervals at set locations and as required of any construction activity of technical or contractual interest at any time, including all environmentally sensitive locations. Each photograph is to be captioned with reference number, time, date, precise location, subject and points of particular note. The digital photographic data shall be stored on an external memory card together or a digital link with the captions and shall be made available to Government of Somaliland /TMA as part of the weekly and monthly reports.
 - vi Maintaining a detailed record of progress relating to the Environmental and Social Management and Monitoring Plan (ESMMP)
 - vii With the contractor, the consultant shall ensure complete and accurate records of the employment of labour at the Site are kept. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the TMA.

Survey Controls and Setting Out of Works

The Consultant, with the Contractor shall re-verify the accuracy of the survey stations and re-establish any damaged or missing stations to enable the Contractor to set out and construct the Works.

The Consultant shall verify and approve the Contractor's setting out of the works and preparation for the works prior to issuing approval to construct the works or sections thereof.

The Consultant shall ensure that adequate records are kept for the purpose of producing accurate measurement (e.g., existing level data for the road, parking and structures) and as-built drawings and that the data has been agreed with the contractor e.g., joint surveys as appropriate are undertaken.

Quality of Materials

The consultant shall manage the laboratory (as provided by the contractor for sole use of the Employer) and ensure testing is carried out in strict accordance with the specifications. The consultant will also:

- i Carry out all the required tests of materials to be used for the works prior to incorporating them in the works and shall ensure that the quality of these materials comply with specification requirements. The Consultant shall ensure that samples provided for testing truly represent the materials brought to the site for the works.
- ii Carry out tests on site in a field laboratory to be supplied through the works contract. The Contractor shall supply competent staff to carry out the test. Tests deemed necessary and for which the field laboratory does not have the appropriate equipment may be carried out outside the project and under the supervision of the Consultant and shall be paid for by the Contractor.

The consultant shall ensure all calibration of equipment is carried out by the Contractor as required and all tests are carried out in line with the appropriate standard. The consultant is to develop a manual of procedures to manage the testing laboratory. Split samples are to be tested off site in order to provide a cross check.

Quality of Works

The consultant shall liaise with the contractor to ensure there is an agreed approval process, which is to be defined in the quality control plans produced by both parties.

The Consultant shall routinely, and on request from Government of Somaliland /TMA or the Contractor, inspect the works under construction and works completed. Inspections shall verify compliance with the design drawings, specifications and agreed method of working, and be used as a basis for certifying work for payment.

Where levels, dimensions or workmanship do not conform to the design drawings, specifications or are otherwise found wanting, the Consultant shall instruct the Contractor to address the non-conformance in accordance with the procedures defined in the Quality Management Manual.

During the execution of the works the consultant will ensure that the quality of materials and the end product in general, is maintained to the highest possible standards. Testing of soils, aggregates, concrete, reinforcement and other products needed for the works shall be carried out at timely and frequent intervals in accordance with the Technical Specification to ensure that the minimum quality standard is achieved. The Consultant shall instruct the Contractor to address any non-conformance in accordance with the procedures defined in the Quality Management Manual.

Where relevant, the Consultant shall advise the Contractor of the opportunity to utilize methods and materials that would be of benefit to the project including, for example, the opening of more economically located and suitable quarries. Amendment to the design and or specifications may be proposed by the Contractor for consideration and approval by the Consultant and Government of Somaliland /TMA, if such variations can be justified as beneficial to the Project in terms of quality, cost, and time.

The Consultant shall formally arrange joint inspections with the Contractor, in the presence of Government of Somaliland /TMA, of completed sections of Works for acceptance and/or identification of defects, both at substantial completion and issue of Taking-over Certificate and upon the expiry of the defect's notification period and issue of Defect notification Certificates. Substantial completion should not be awarded for any section or the whole of the works until all road safety equipment (signs, markings, and safety fencing) has been installed to protect users, including appropriate grassing and landscaping to enhance project's aesthetics as well as meet the project's climate change goals/design interventions.

Verification of Measurement, Interim Payment Certificates, Variations and Cost Control

The consultant shall prepare procedures for verification of payment applications, variations, and cost control in their Quality Management Manual, which shall include the associated requirements for inspection and / or testing of works. The Consultant shall:

- i. Review the Contractor's Payment Applications and, after verifying the accuracy of the measurement, cost calculations and sufficiency of the supporting documentation, (which may include any declarations of status of payments to staff, suppliers and/or sub-contractors) prepare and issue interim payment certificates for processing by TMA.
- ii. monitor the payment process and alert TMA when payment delays accrue to a point when.
 - a. interest charges will become due and
 - b. TMA will be in Default for late payment.
- iii. Advise TMA when liquidated damages may need to be imposed on the Contractor.
- iv. Prepare and issue final certificate and retention certificate.
- v. At regular intervals, confirm all measurements taken and agreed with the Contractor for any well-defined and completed sections of the works and keep accounts for these sections. These

section accounts shall form the basis of the final accounts, which are to be draft until the final acceptance of the works, when they shall be analysed and finalized in the report on the supervision of works services.

- vi. Maintain continuous accurate records and measurements throughout the duration of the Project to facilitate agreements on the contractor's Final Account as early as possible after the completion of the works and to reduce overall costs to the satisfaction of TMA.
- vii. Prepare Engineer's Instructions (EI) and Variation Orders (VO) as recommended or necessary, complete with the associated measurement and payment instructions, and issue such EI's and VO's to the Contractor in writing - whilst advising TMA of such EI's and VO's and of the associated implications. (The Particular Conditions of Contract may require the Employer's approval prior to issue of some instructions or variations).
- viii. Initiate a change control procedure that identifies and tracks all changes made to the contract including any financial or time implications to the project. On a weekly and monthly basis, the consultant shall report on all changes made or proposed as well as all project risks identified and how they shall be managed.
- ix. Routinely and at not more than quarterly intervals, update the estimate and bills of quantities and advise TMA of the estimated total outturn cost for each of the main bill items and sections in each of the contract currencies to completion of the Works.

Advise on Problems Arising During Execution of the Works

Should problems of an engineering nature arise during the execution of works the Consultant shall identify these, liaise with TMA and the Contractor to develop proposed solutions. Where necessary the Consultant shall prepare a special report explaining the problem in full and possible solutions to be considered.

The consultant shall check that there is sufficient information to build the works as envisaged and clarify and /or supply additional information to the contractor as necessary. This shall include technical checks on an ongoing basis to identify issues and resolve them before they become critical. Examples include checking and resolving issues connected with:

- i. problems with Right of Way to be resolved by/in conjunction with Government of Somaliland District
- ii. poor ground that may need to be removed.
- iii. levels at junctions and roundabouts
- iv. the levels of drainage outlets.
- v. ensure runoff does not flow into properties nor cause scour.
- vi. impact of works at the border and surrounding towns, especially tie in levels and sidewalks.
- vii. all works are defined e.g., location of lined drainage ditches.
- viii. areas found to flood.
- ix. location of proposed crash barriers

Problems of a non-engineering nature (including environmental and social issues) shall be brought to the attention of Government of Somaliland /TMA who will decide whether these problems can best be analysed on site by the Consultant or referred to other competent bodies. These may include:

- i. health and safety incidents and accidents on and outside the project site
- ii. potential community disgruntlement when there is concern that the locals are not be factored in job opportunities in the project.
- iii. Potential cases of sexual exploitation, abuse and harassment by and among project workers and neighbouring community

The Consultant shall play a coordinators' role with respect to problems regarding public utilities and traffic management outside the construction site unless these problems relate to the Contractor's diversion routes.

Analysis of Claims Submitted by the Contractor

The consultant shall take a pro-active position in responding to claims from the contractor and keep Government of Somaliland/TMA always informed. The consultant shall: -

- i. Review all claims that the contractor may present for additional compensation and/or extension of time and recommend variations as necessary during the progress of work. Recommendations shall take account of TMA interests in terms of impact on quality, cost, time, and political repercussions and should ensure that the project is implemented as designed and planned.
- ii. Evaluate in detail and give opinion on all claims, accounts, questions, disputes, and differences, as required under the Terms of Contract, and shall aid and assist Government of Somaliland /TMA in dealing with such claims, accounts, disputes and differences related to the execution of the Works.
- iii. Ensure the evidence shall contain sufficient information to reveal the nature of the Contractor's dispute, circumstances pertaining thereto, and the substance of any commitments made by either party in this regard. A thorough coverage of the Contractor's operation relative to the works in progress should be maintained in the Daily Project Diary. Comments covering equipment, its status and output, and/or materials, which may be involved, accidents, if any, weather conditions and progress shall be included.
- iv. In the event of adjudication or arbitration, provide the necessary personnel and expertise to advise and assist TMA in any such process and prepare any further analysis of the Contractors claims submissions as may be necessary to assist TMA in the presentation of the case. The payment for this work to be estimated and agreed with TMA prior to start of work.

As-built Drawings

The consultant shall maintain records of deviations from, or changes to, the Contract drawings and maintain a complete master set of marked-up drawings and documents such that they can prepare a set of As Built drawings and records.

As Built records shall show the final:

- i. GIS data
- ii. Horizontal and vertical alignment
- iii. Cross sections
- iv. Pavement layer thicknesses and materials for each road section and parking and their extent where they differ along the road.

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- v. IRI and FWD data
 - vi. Location and elevation of all drainage
 - vii. Location and elevation of all structures
 - viii. For major structures type and depth of foundations, elevations of all elements, reinforcement drawings etc.
 - ix. Principal survey reference points
 - x. All utilities and services such as electrical, water and telephone.

The “as built” drawings shall consist of one original set certified by the Resident Engineer / Consultant’s Representative to be submitted with the final report. The Consultant shall provide all required services for certification of the project. In addition, the As-Built drawings shall be produced in electronic format compatible with DWG format produced by most CAD programmes.

The contractor will also be required to prepare Operation and Maintenance Manual(s) for the facilities provided for in the “as built” drawings.

Contract Completion Report

The Consultant shall prepare a Contract Completion Report within 1 month of the completion of construction works. This shall include:

- i Executive Summary
- ii Mobilization/Demobilization Details
- iii Description of the Project
- iv Project Implementation Summary
- v Financial information, Final Accounts, identification of cost increases / decreases and reasons
- vi Technical information, summary of work executed, techniques employed, materials used and sources of material.
- vii A decommissioning and Closure Report outlining implementation of all environmental and social commitments presented in the ESIA/EPB to be submitted to EPA if so required. It will also include reporting on the ESMP implementation (including but not limited to borrow pits restoration, reports on grievances reported and resolved), any corrective measures, and ESMP requirements for the post construction phase.
- viii Contract changes and variations, Construction Records, As-Built Records
- ix Assessment of Contractor’s performance
- x Assessment of Counterpart training if any
- xi Critical assessment of important technical problems and Lessons Learned
- xii Recommendations as to how future projects could be improved.
- xiii Comments on Consultant’s TOR, works Technical Specifications and Conditions of Contract
- xiv Conclusions and Recommendations

4.3 Defects Notification Period (DNP)

The Defects Notification Period is, as defined in the Contract (365 days from the issue of the Taking over Certificate), the period when the completed Works are continuously monitored for effective performance.

The main tasks of the Engineer will be as follows:

- i. Inspect the completion of all outstanding works and ESMP requirements following the issue of the taking over certificate(s) are completed satisfactorily and within the agreed time period at issue of the certificate(s).
- ii. The Engineer shall schedule periodic inspections every 4 months during the defects notification period to ensure proper performance, and if any defects and ESMP breaches are observed, inform the Employer, and advise on the appropriate actions.
- iii. Undertake a final inspection of the Works, and after consulting with the Employer, and all other interested parties, and if satisfied, issue the Defects Notification Certificate at the end of the Defects Notification Period.'

4.0 Transfer of Knowledge / Not Applicable

5.0 Reporting

5.1 Progress Reports

The Consultant shall prepare the following project planning and progress reports.

Report	Timing	Description
Inception Report	2 weeks	Confirm methodology and work plan, task assignment, project team and staff schedule and Log Frame indicators
Project Control Plan	2 weeks	Define all quality and performance controls for the assignment
Weekly Progress Reports	5 days	Concise summary of progress and key achievements during the week; planned activities for coming week; EVA or similar update, identify critical issues to be addressed and report against Log Frame indicators. Report to be submitted by 5 th day of the week
Monthly Progress Reports	Monthly	Concise summary of progress and key achievements in previous month; planned activities for coming month; EVA or similar update, identify critical issues to be addressed and report against Log Frame indicators. Report to be submitted by 5 th day of the following month
Quarterly Progress Reports	Quarterly	Update activity and staff schedule showing actual against planned progress and achievement of Log Frame milestones / deliverables. Description of work completed in previous quarter (including a separate report for trainees) and planned activities for coming quarter. Summary of issues addressed, identification of potential problems, delays, etc. Quality Management Report. Report to be submitted by 5 th day of the following quarter

Draft Practical completion Report	4 weeks before practical completion	Comparison of actual versus original planned activities, inputs, costs with reasons. Key issues raised and addressed during the assignment. Evaluation of performance against Log Frame indicators. Outstanding issues. Recommendations to Government of Somaliland /TMA on how to improve service provision.
Final Completion Report.	4 weeks after contract end	As above, updated with final activities, inputs, costs, plus incorporation of comments from Government of Somaliland /TMA.

The weekly and monthly progress reports will also report on ESMP implementation. The contents of the report will to a minimum capture the following environmental and social safeguarding aspects (these aspects should be read jointly and include contents of the proposed Metrics for Environmental and Social (ES) Progress Reports included in the Contractor's contract/tender document):

- a. Number of workers on site (disaggregated by gender) + their ages, and also locality and nationality of the workers for purposes of assessing labour influx.
- b. Number and role of contractor's safeguarding staff mobilized and availability on site during the week/month.
- c. Provision to workers their work contracts and have undergone induction to the code of conduct.
- d. Status of PPEs provision
- e. Number of first aid personnel on site, and first aid kits stocked
- f. Safety signages on site including labelling of gender segregated wash/changing rooms, including display of emergency contacts, as well as contacts/locations for logging grievances
- g. Stakeholder engagements done – (e.g. feedback from neighbours and stakeholders on project progress, notification of service providers to relocate/move their services, awareness sessions on HIV/AIDS, STIs etc.)
- h. Number of occupational safety and health near misses, and accidents that have occurred, tabulated weekly
- i. Set-up of the grievance committee, and number of grievances received in the reporting week/month, nature of the grievance, and status of resolution
- j. Number of toolbox talks undertaken in the week, topics covered, and attendance records
- k. Quantities (volume) of waste and type (hazardous & non-hazardous) removed from site
- l. Soil erosion control measures
- m. Measures for handling fire emergency
- n. If there is fuel storage on site, what safety measures are in place.
- o. Safety measures at material site(s)
- p. Status of payment of workers' salaries for the reporting week/month.
- q. Report on any Corporate Social Responsibility (CSR) activities, if any, being undertaken.
- r. Report on specific climate change indicators that will be developed by TMA or jointly by TMA and the consultant.
- s. Status of payments of all contractor's obligations including workers' wages, salaries and/or allowances and supplier/sub-contractor dues.

5.2 Technical Reports

In addition to the progress reports, the Consultant shall prepare the following technical reports in accordance with the requirements defined in the relevant technical Annex.

In addition to the progress reports, the Consultant shall prepare the following technical reports in accordance with the requirements defined in the relevant technical Annex.

Technical Service	Report	Description	Timing
	Design Review Report	The report will provide a record of the method of review and the conclusions reached on each of the design. All changes in design or documentation necessary will be listed and described with reasons given. If any additional investigation work is undertaken, a full description of this will be included. If design changes are likely to impact on the design assumptions of the original design, these changes will have to be referred and agreed with the Client. The consultant shall be required to prepare and make a presentation of this report to the Client's staff and Financiers. The Client will review the report and make comments for the consultant to include in the final report.	2 weeks from commencement
	Final Design Review Report	The Final Design Review Report shall incorporate comments made by the client on the draft report	4 weeks from commencement
Construction Supervision	Contractor's Mobilization Report	This report shall clearly define the contractual responsibilities for all aspects of the work, a list of actions required for a smooth start on site, a summary of the pre-construction meeting, and a summary of the review of submissions from the contractor. It shall include information relating to any necessary performance bonds, guarantees and insurance, project reporting and communications, contractor's work programme and initial method statements, resource schedules, contractor's mobilization and commencement of works.	1 month after project commencement
	Management System Documentation	This comprises a documented management system including the consultant's proposed MIS, Project Control Plan, Quality Management Manual including procedures and guidelines for all aspects of the work, technical verification, document and records management, change management, materials testing, environmental and social management, and key performance indicators to monitor the works.	1 month after project commencement
	As Built Report	This shall include a complete record of As Built information showing the final details of the works	1 month after taking over date

		as built, including GIS information and all aspects of the works completed.	
	Contract Completion Report	This shall include a summary of the project implementation process including mobilization/demobilization details, project description and project implementation summary, financial information, technical information, contract changes and variations, assessment of contractor's performance, critical assessment of technical problems encountered, and lessons learned.	1 month after end of Defects Notification Period

5.3 Client Liaison and Feedback

The Consultant shall report to the Somaliland Government /TMA Project Technical Team Chairperson, as will be communicated by TMA, on all matters relating to the assignment. The Consultant shall work closely with the Project Technical Team Chairperson and / or their representatives to ensure the smooth running of the project and timely completion of the assignment.

The Consultant shall provide constructive feedback on all aspects of the assignment and TMA issued documentation and assist them in their efforts of continual improvement.

6.0 Coordination

6.1 Specific Responsibilities of the Consultant

All information, data and reports obtained from the Client in the execution of Consultancy services shall be properly reviewed and analysed by the Consultant. The Consultant shall be responsible for the correctness of using such data. All such information, data and reports shall be treated as confidential.

The Consultant shall be responsible for arranging for all necessary office and living accommodation, transport, equipment, supplies, secretarial services, and such other services, necessary for the proper implementation of the services.

The Consultant shall be responsible for making sure that all key staff proposed in the technical proposal and approved by the Client are available at all times of the assignment as per the schedule provided in the contract. The Client will keep on investigating their presence and take contractual measures to the Consultant including deduction of the relevant fees in case of absence.

The Consultant shall be responsible for making sure that the assignment is done according to the requirements of the Terms of Reference and the standards. Any cost that will be incurred by the employer for review of any resubmitted report due to substandard work will be borne by the Consultant and will be deducted directly from any monies payable to the Consultant.

As part of capacity building and knowledge transfer, the Client may assign counterpart staff from its partners should such need arise. The Consultant will accord such staff necessary support and ensure that they are actively involved in the project.

The Client will assign supervision staff to monitor execution and implementation of the consultancy assignment. The Consultant will ensure close coordination with the assigned Client staff for smooth implementation of the assignment.

6.2 Specific Responsibilities of the Client

The Client will offer the following information and support to the Consultant:

- a) The Client shall provide the Consultant with copies of the data, studies and reports as available and considered relevant to the execution of the Consultant's services.
- b) The Client shall provide introduction letters to facilitate the access of the Consultant's staff to Government administrations, public organizations, authorities, and agencies, etc., whose activities and role are relevant to the consultancy assignment.
- c) The Client shall facilitate liaison with other institutions in order to introduce the Consultant to them. The Consultant shall be fully responsible for collection of data and information from the agencies and shall be responsible for any costs thereof.
- d) The Client will ensure that all Facilities land has been transferred by the Government and is free of all hindrances or encumbrances to build the Facilities.
- e) The Client may attach staff to the project for appropriate training and skills development.

7.0 Timeframe and Logistics

7.1 Timeframe

The timelines for construction is 6 calendar months. Therefore, the supervision services will be provided in **22 calendar months** detailed as follows:

No	Services	Months/ days
1	Supervision for Construction	6 months
2	Practical completion reporting	1 month
3	Supervision/ Monitoring of the Defects Notification Period	12 months <i>if not extended as per FIDIC conditions of contract</i>
4	Project completion reporting	1 month
5	Final account and project closeout report	2 months
Total		22 months

The expected commencement date is **1st December 2025**

The services to be provided shall be phased as shown below:

Service / Activity	Duration	Completion Date
Construction Supervision	6 months	May 2026
Defects Notification Period	12 months	May 2027

8.0 Facilities, services, and resources to be provided by Government of Somaliland /TMA

TMA shall provide the consultant with the following:

- (a) A copy of the signed works contract.

-
- (b) A set of bidding documents and detailed engineering design reports.
 - (c) Liaison and assistance with any information or documents required from other Government Agencies and which the client considers essential for the proper and effective execution of the project.
 - (d) Site Office facilities, supplies, furniture, and equipment as required for efficient execution of the project, materials laboratory facilities (hired), survey equipment, will be provided by the contractor under the works contract.

Note: The Consultant shall be responsible for his own transport and furnished living accommodation in Togwajale area and he should consider its costing in his financial proposal.

9.0 Facilities, services and resources to be provided by the Consultant

The Consultant shall:

- (a) Employ only staff whose CVs have been approved by the client. Replacement or temporary substitution, with staff with similar or higher qualifications shall not be permitted unless in emergency, or under very exceptional circumstances;
- (b) Co-operate fully with the relevant Government Ministries and Departments in the conduct of the work;
- (c) Make all necessary arrangements for carrying out the services and supporting the staff assigned to the project. Ensure that the Team Leader and professional staff have the full authority, in country, to make any technical decisions necessary to complete the services as required.

10.0 Qualifications for the firm and proposed key personnel.

10.1 Team Composition

The Consultant shall propose a team of experts that is fully able to deliver the services in accordance with the technical requirements defined in this TOR. The team composition of Key Experts and Additional Experts proposed by the Consultant shall cover all the areas of expertise defined in the relevant Annexes to the Technical Requirements. The Resident Engineer shall be full time and present in Togwajale for the duration of the assignment (excepting approved absences for annual leave etc.).

The inputs of Key Experts and Additional Experts are to be defined by the Consultant in the Time Schedule for Professional Staff to ensure timely delivery of the technical requirements and key deliverables. The Consultant shall complete the Team Composition and Task Assignment in sufficient detail to ensure that all technical requirements fall under the responsibility of a named expert.

The Consultant shall submit CVs for all Key and Additional Experts in their proposed team. All CVs must meet the *minimum requirements* to be considered compliant. Non-compliant CVs will be awarded zero points. Minimum requirements are shown in detail for Key Experts and for Additional Experts in the Annex for Professional Staff.

Extra points for all CVs will be awarded for meeting the *desirable requirements*, and for demonstrating project experience in the specific technical requirements / tasks they are to be responsible for delivering. It is therefore important that the CVs presented in the proposal show clearly how each expert has expertise relevant to their task's assignment within the team.

All personnel shall be fully fluent (in reading, writing, and speaking) the contract language, English, and shall be competent in the use of modern word processing and spreadsheet software as well as any technical software appropriate to their specialist area.

10.2 Areas of Expertise

The matrix below presents an indication of the range of Key Experts (K) and Additional Experts (A) TMA considers appropriate to each stage of the project cycle. These are suggestions only and the Consultant may propose alternative or additional experts.

The team of Key Experts and Additional Experts proposed by the Consultant must show that it covers the full scope of expertise for project cycle services as shown below.

Construction Supervision	<ul style="list-style-type: none"> • Continuous design review • Supervision of civil works • Contract management • Quality Control and testing of materials • Computer aided design • Building and associated civil works designs • Ground investigation; testing and interpretation of results for design of structural foundations • Training and transfer of knowledge (in a similar environment); • Social assessment of infrastructure projects, land acquisition and resettlement, stakeholder engagement, development of social safeguards and protection measures including road safety measures, HIV / AIDS, other diseases, gender, and employment • Environmental assessment of infrastructure projects, interpretation of Ethiopia's and Somaliland's environmental protection laws and regulations, development of environmental mitigation and monitoring measures • Working knowledge of FIDIC and alternative forms of contract • Road Safety Audit in design and construction • Integration of Operation and Maintenance Issues, Whole Life Costing, Occupational Health and Safety management in road design and construction.
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10.3 Use of Local Experts

The Consultant is encouraged to associate with local companies and individuals where appropriate and to propose Ethiopian/Somaliland nationals as Key or Additional Experts.

10.4 Staff inputs

The table below shows the estimated minimum inputs necessary for the Key Experts to deliver the services to the required standards, for the phases during which they are key experts. The Consultant's

proposal should include these as minimum inputs in their proposal. The same individuals may have additional inputs as Additional Experts during other phases.

No	Key staff	Inputs (months)		
		Supervision phase	DLP phase	Total
1.	Team Leader/Civil Engineer or Structural Engineer	6	1.5	7.5
2.	Quantity Surveyor	1.5	0.5	2
5.	Geotechnical Engineer/ Materials Engineer	4	0	4
7.	Topographic Surveyor	1	0	1
8.	Environmentalist	4	1	5
9.	Works Inspector	6	1	7
	Sub Total 1	20	3.5	23.5
	Support staff (Mandatory)			
1.	Social scientist	6	1	7
4.	Laboratory Technicians (2 people)	5	0	5
6.	Draftsman	1	0	1
	Sub Total 2			
	Total	32	4.5	13

Where a position is defined as a Key Expert, the minimum and desirable requirements are defined below.

1. Team Leader

Minimum Requirements: Bachelor's Civil Engineering or structural engineering or internationally recognized equivalent. Registered civil or structural engineer with an Engineering Professional Organization. 10 years post graduate experience of carrying out rigid pavement road design and construction supervision of as well as bridge construction which at least 5 years as Team Leader or project manager on road construction or bridge or marine projects, including at least two projects of a similar nature to this project. 5 years relevant experience in the Horn of Africa Somali region on similar assignments.

2. Quantity Surveyor

Minimum Requirements: Bachelor's degree in quantity surveying or internationally recognized equivalent. Chartered Civil Engineer or Registered with an equivalent Engineering Professional

Organization. 10 years post graduate experience of carrying out road design and construction supervision of which at least 5 years' experience as Measurement Engineer on road/ bridge projects with similar nature and complexity, 3 years relevant experience in the Horn of Africa Somali region on similar assignments.

3. Geotechnical Engineer/ Materials

Minimum Requirements: Bachelor's degree in civil engineering or materials engineer (Geotechnical) Engineer or internationally recognized equivalent. Chartered Civil Engineer or Registered with a relevant Professional Organization. 10 years post graduate experience on civil engineering projects of which at least 6 years as Soils mechanical / Geotechnical specialist on road construction or bridge projects, including at least five projects of a similar nature to this project. 5 years relevant experience in developing countries on similar assignments. Having a vast experience (not less than 5 years) in soil investigations and laboratory and in situ soils testing, testing results interpretation and reporting. The expert must also have 5 years of experience in material engineering, particularly for reinforced concrete quality control.

4. Topographic Surveyor

Minimum Requirements: Should possess a bachelor's degree in Land Surveying in relevant field. Chartered Land surveyor or registered with a relevant Professional Organization. 10 years post graduate experience in similar road survey and topographic surveys for similar projects. Proven knowledge of surveying procedures and regulations for similar properties is required of which at least 6 years as Land Surveyor on road construction projects, including at least five projects of a similar nature to this project. 5 years relevant experience in developing countries on similar assignments.

5. Environmentalist

Minimum Requirements: Should be an environmental scientist with a bachelor's degree qualification in relevant fields. Registered with a relevant Professional Organization (preferably in Ethiopia/Somaliland). 10 years post graduate experience of which at least 6 years in carrying out Environmental and social impact assessment and supervision of the implementation of the Environmental and Social Management Plan (ESMP) of similar projects. 5 years relevant experience in developing countries on similar assignments. Experience in implementing World Bank ESF is desirable.

- 6. Works Inspector:** A qualification or diploma in civil engineering or related discipline with 7 years' experience in Building construction and civil works, 5 years of which in the supervision of building constructions and civil works and at least 2 years in the inspection of building constructions and civil works;

10.4.2 Support Staff

The Consultant shall include in their financial proposal provision for all necessary support staff including, but not limited to, junior engineers and technicians, site inspectors, administrative support staff, etc. In particular, the consultant shall include in their proposal the following non-key experts in addition to the key experts:

- **1 Social Scientist:** A degree in Gender/ Social Science management, or related discipline. The specialist shall have at least 5 years professional experience in development work with social and gender components, including the design and/ or management, social impact assessment and mitigation measures of infrastructure programs and projects in the Horn of Africa and with experience in Somali region cultural behaviours. The specialist should be cognizant of the area and local people who will be affected by the project. Proven ability in helping developing

countries to formulate and implement gender strategies and familiarity with bilateral or multilateral development organizations is preferable. Knowledge of the local language in the project area is desirable e.g. Somali Language.

- **2 Senior Laboratory Inspectors:** A qualification or diploma in civil engineering or related discipline with 7 years' experience in material testing and quality control, 5 years of which must be in the material testing and quality control for civil works ;
- **1 Draftsman:** A qualification or diploma in construction or equivalent with experience in drafting and using CAD software.

CVs for experts other than the key experts shall not be examined prior to the signature of the contract and should therefore not be included in tenders.

The Consultant must select and hire these non-key experts as required according to the profiles identified above. They must clearly indicate their profile so that the applicable daily fee rate in the budget breakdown is clear. All experts must be independent and free from conflicts of interest in the responsibilities they take on. The selection procedures used by the Consultant to select these other experts must be based on pre-defined criteria, including professional qualifications, language skills and work experience. The selected experts will be subject to approval by the Client.

10.5 Use of Regional Experts

The Consultant is encouraged to associate with local companies and individuals where appropriate. In particular, the Consultant is encouraged to propose Ethiopia and Somaliland nationals as Key or Additional Experts, especially those with Horn of Africa region experience.

The Consultants shall also demonstrate a commitment to developing both countries infrastructure sector in the longer term, either themselves or through their local partners, for example sponsoring students through university or implementing a *graduate development programme*.

Note: The bidders who are not registered in either Ethiopia or Somaliland will have to consider registering with professional institutions in either country. It is their responsibility the requirements in terms of registration when bidding and carrying out an assignment in either Ethiopia or Somaliland.

Note: Please submit only one (1) CV for each of the positions mentioned for the proposed key personnel. If more than one CV is submitted for the same position, only the first CV will be evaluated. Please also clearly indicate the positions that each of the submitted CVs will have in this assignment.

11.0 Management and Administration

11.1 Quality Management

The Consultants shall implement a Quality Management System for the assignment in accordance with ISO 9001 requirements, either within the framework of their own organization's quality management systems or specifically for this assignment. In particular, the Consultants shall prepare a Project Control Plan that shall define how they intended to ensure Key Deliverables are produced on time, within budget and to the technical standards required. The Project Control Plan shall include:

1. Work schedule and timeliness controls
2. Budget and cost controls (earned value analysis)
3. Technical verification and quality controls

4. Risk management controls
5. Document controls
6. Project reviews and progress reporting requirements
7. Quality Records to be maintained.

The Consultant shall submit the Project Control Plan to TMA for review and approval. TMA reserves the right to carry out audits to assess whether the Consultant is complying with their Quality Management System and Project Control Plan. The Consultant shall include Quality Management issues in their Quarterly Reports.

12. Performance assessment of the Consultant by TMA

TMA will carry out the Performance assessment within the first 2 months from commencement of the assignment. The assessment will focus mainly on mobilisation of the key personnel, competence of the mobilised key personnel in carrying out the assignment and quality of reports. Should the assessment outcome be unsatisfactory, TMA reserves the right to terminate the contract after issuance of a notice of 15 calendar days.

PART II

Section 6. Conditions of Contract and Contract Form



STANDARD FORM OF CONTRACT

Consultant's Services

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Project Name: *{Insert name of the Project}*

Contract No.: *{Insert contract reference number}*

Assignment Title: *{Insert the title of the consulting services}*

CONTRACT FOR CONSULTANT'S SERVICES

between

[Name of the Client]

and

[Name of the Consultant]

Dated: *[Insert date of contract signing]*

I. Form of Contract

TIME-BASED

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

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

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

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received financing from TMA toward the cost of the Services and intends to apply a portion of the proceeds to eligible payments under this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Remuneration Cost Estimates
 - Appendix D: Reimbursables Cost Estimates
 - Appendix E: Form of Advance Payments Guarantee
 - Appendix F: Code of Conduct for Experts
 - Appendix G : SEA and/or SH Performance Declaration

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E; and Appendix F; and Appendix G.

Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

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

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

Name of Authorized Representative:

Title:

Signature: _____

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

Name of Authorized Representative:

Title:

Signature: _____

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
 - (b) **“Client”** means the implementing agency that signs the Contract for the Services with the Selected Consultant.
 - (c) **“Client’s Personnel”** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client’s obligations under the Contract; and any other personnel identified as Client’s Personnel, by a notice from the Client to the Consultant.
 - (d) **“Consultant”** means a legally established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - (e) **“Contract”** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - (f) **“Day”** means a working day unless indicated otherwise.
 - (g) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
 - (h) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
 - (i) **“Foreign Currency”** means any currency other than the currency of the Client’s country.
 - (j) **“GCC”** means these General Conditions of Contract.
 - (k) **“Government”** means the government of the Client’s country.
 - (l) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

- (m) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (n) **“Local Currency”** means the currency of the Client’s country.
- (o) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (p) **“Party”** means the Client or the Consultant, as the case may be, and **“Parties”** means both of them.
- (q) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (r) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (s) **“Sexual Exploitation and Abuse” “(SEA)”** means the following: **Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. **Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. **Sexual Harassment “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, or Client’s Personnel
- (t) **“Sub-consultants”** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (u) **“TMA”** means TradeMark Africa.
- (v) **“Third Party”** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

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

3. Law Governing Contract

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

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| 4. Language | 4.1. | This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| 5. Headings | 5.1. | The headings shall not limit, alter or affect the meaning of this Contract. |
| 6. Communications | 6.1. | Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC. |
| | 6.2. | A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC . |
| 7. Location | 7.1. | The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Client's country or elsewhere, as the Client may approve. |
| 8. Authority of Member in Charge | 8.1. | In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client. |
| 9. Authorized Representatives | 9.1. | Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC . |
| 10. Fraud and Corruption | 10.1. | The TMA requires compliance with its Supplier Code of Conduct. |
| a. Commissions and Fees | 10.2. | The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the TMA. |

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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| 11. Effectiveness of Contract | 11.1. | This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met. |
| 12. Termination of Contract for Failure to Become Effective | 12.1. | If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| 13. Commencement of Services | 13.1. | The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC . |
| 14. Expiration of Contract | 14.1. | Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC . |
| 15. Entire Agreement | 15.1. | This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. |
| 16. Modifications or Variations | 16.1. | Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. |
17. Force Majeure
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| a. Definition | 17.1. | For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other |
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- industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- b. No Breach of Contract**
- 17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- c. Measures to be Taken**
- 17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

- 17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 53 & 54.
18. Suspension
- 18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.
19. Termination
- 19.1. This Contract may be terminated by either Party as per provisions set up below:
- a. By the Client**
- 19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):
- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
 - (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
 - (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 54.1;
 - (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
 - (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
 - (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.
- 19.1.2 if the Consultant, in the judgment of the Client has engaged in Fraud and Corruption, in competing for or in executing the

Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 54.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 54.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

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

d. Cessation of Services

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

e. Payment upon Termination

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

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause GCC 47;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

- 20.1. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. As required in the **SCC**, the Consultant shall take additional measures to manage cyber security risks related to the Contract. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.
- 20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Submission by the Consultant for the Client's approval, for addition of any Sub-consultant not named in the Contract, shall also include the Sub-consultant's declaration in accordance with Appendix G-Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

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

- to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Client Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
21. Conflict of Interest
- 21.1. The Consultant shall hold the Client interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- a. **Consultant Not to Benefit from Commissions, Discounts, etc.**
 - 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 46 through 51) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
 - 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
 - b. **Consultant and Affiliates Not to Engage in Certain Activities**
 - 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

c. Prohibition of Conflicting Activities	21.1.4 The Consultant shall not engage and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
d. Strict Duty to Disclose Conflicting Activities	21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
22. Confidentiality	22.1. Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
23. Liability of the Consultant	23.1. Subject to additional provisions, if any, set forth in the SCC , the Consultant's liability under this Contract shall be as determined under the Applicable Law.
24. Insurance to be taken out by the Consultant	24.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC , and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
25. Accounting, Inspection and Auditing	<p>25.1. The Consultant shall keep and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.</p> <p>25.2. The Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, TMA and/or persons appointed by the TMA to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by TMA. The Consultant's and its</p>

- Subcontractors' and subconsultants' attention is drawn to the provision that acts intended to materially impede the exercise of TMA inspection and audit rights constitute a prohibited practice subject to contract termination, as well as to a determination of ineligibility pursuant to the TMA sanctions procedures.
26. Reporting Obligations 26.1. The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.
27. Proprietary Rights of the Client in Reports and Records 27.1. Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
- 27.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.
28. Equipment, Vehicles and Materials 28.1. Equipment, vehicles and materials made available to the Consultant by the Client or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.
- 28.2. Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project

or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

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| 29. Code of Conduct | <p>29.1. The Consultant shall have a Code of Conduct for the Experts.</p> <p>The Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviors that are prohibited and understands the consequences of engaging in such prohibited behaviors.</p> <p>These measures include providing instructions and documentation that can be understood by the Experts and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.</p> <p>The Consultant shall also ensure that the Code of Conduct is visibly displayed in locations where the Services are carried out. The posted Code of Conduct shall be provided in languages comprehensible to Experts and Client's Personnel.</p> |
| 30. Forced Labor | <p>30.1. The Consultant, including its Subconsultants, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.</p> <p>No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.</p> |
| 31. Child Labor | <p>31.1. The Consultant, including its Subconsultants, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).</p> <p>The Consultant, including its Subconsultants, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.</p> <p>The Consultant, including its Subconsultants, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Client. The Consultant shall be subject to regular monitoring by the Client</p> |

that includes monitoring of health, working conditions and hours of work.

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

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

32. Non-Discrimination
and Equal
Opportunity

32.1.

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

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 31).

33. Training of Experts

33.1.

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

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

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

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| 34. Description of Key Experts | <p>34.1. The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.</p> <p>34.2. If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 46.2.</p> <p>34.3. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 46.2, the Parties shall sign a Contract amendment.</p> |
| 35. Replacement of Key Experts | <p>35.1. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.</p> <p>35.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, meet eligibility requirements, and at the same rate of remuneration.</p> |
| 36. Approval of Additional Key Experts | <p>36.1. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.</p> <p>The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.</p> |

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| 37. Removal of Experts or Sub-consultants | <p>37.1. If the Client finds that any of the Experts or Sub-consultant:</p> <ul style="list-style-type: none"> (a) persists in any misconduct or lack of care; (b) carries out duties incompetently or negligently; (c) fails to comply with any provision of the Contract; (d) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; or (e) undertakes behaviour which breaches the Code of Conduct; <p>the Consultant shall, at the Client's written request, provide a replacement.</p> <p>37.2. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.</p> <p>37.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.</p> <p>37.4. Subject to the requirements in Sub-Clause 37.3, and notwithstanding any requirement from the Client to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (e) above. Such immediate action shall include removing (or causing to be removed) from carrying out Services, any Expert who engages in (a) to (e) above.</p> |
| 38. Replacement/
Removal of Experts –
Impact on Payments | <p>38.1. Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.</p> |
| 39. Working Hours,
Overtime, Leave, etc. | <p>39.1. Working hours and holidays for Experts are set forth in Appendix B. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in Appendix B.</p> |

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

E. OBLIGATIONS OF THE CLIENT

40. Assistance and Exemptions

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

earned therein by the Experts in the execution of the Services.

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

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| 41. Access to Project Site | 41.1. | The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them. |
| 42. Change in the Applicable Law Related to Taxes and Duties | 42.1. | If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 46.2 |
| 43. Services, Facilities and Property of the Client | 43.1. | The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A . |
| | 43.2. | In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A , the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 46.3. |
| 44. Counterpart Personnel | 44.1. | The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix A . |
| | 44.2. | If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix A , the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if |

any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 46.3.

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

45. Payment Obligation 45.1. In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

46. Ceiling Amount 46.1. An estimate of the cost of the Services is set forth in **Appendix C** (Remuneration) and **Appendix D** (Reimbursable expenses).

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

46.3. For any payments in excess of the ceilings specified in GCC46.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

47. Remuneration and Reimbursable Expenses 47.1. The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

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

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

47.4. The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.

- 47.5. Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.
48. Taxes and Duties
- 48.1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.
- 48.2. As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
49. Currency of Payment
- 49.1. Any payment under this Contract shall be made in the currencies specified in the **SCC**.
50. Mode of Billing and Payment
- 50.1. Billings and payments in respect of the Services shall be made as follows:
- (a) Advance payment. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off.
- (b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 49 and GCC 50 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.

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

51. Interest on Delayed Payments

- 51.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 50.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

G. FAIRNESS AND GOOD FAITH

52. Good Faith

- 52.1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable

measures to ensure the realization of the objectives of this Contract.

H. SETTLEMENT OF DISPUTES

- | | | |
|-------------------------|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 53. Amicable Settlement | 53.1. | The Parties shall seek to resolve any dispute amicably by mutual consultation. |
| | 53.2. | If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 54.1 shall apply. |
| 54. Dispute Resolution | 54.1. | Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC . |

III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of; .
4.1	The language is: ENGLISH .
6.1 and 6.2	<p>The addresses are <i>[fill in at negotiations with the selected firm]</i>:</p> <p>Client : Attention: Telephone: Email:</p> <p>Consultant: Attention : Telephone: E-mail:</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "Not Applicable".</i></p> <p>OR</p> <p><i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is ____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: <i>[name, title]</i>_____</p> <p>For the Consultant: <i>[name, title]</i>_____</p>
11.1	The effectiveness conditions are the following: <i>[insert "N/A" or list the conditions]</i>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be _____ <i>[insert time period, e.g.: four months].</i></p>
13.1	Commencement of Services:

	<p>The number of days shall be _____ [e.g.: ten].</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be _____ [insert time period, e.g.: twelve months].</p>
20.1	<p>The Consultant, including its Sub-consultants, suppliers, service providers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Consultant, including its Sub-consultants, suppliers, service providers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract.</p>
23.1	<p>No additional provisions.</p> <p>[OR:</p> <p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p>

	<p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the <i>[insert "Applicable Law", if it is the law of the Client's country, or insert "applicable law in the Client's country", if the Applicable Law stated in Clause SCC1.1 (a) is different from the law of the Client's country]</i>.</p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Note: Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of _____ <i>[insert amount and currency which should be not less than the total ceiling amount of the Contract];</i></p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country"]</i>;</p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country"]</i>;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.2	<p><i>[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p><i>[The Consultant shall not use these [insert what applies..... documents and software.....] for purposes unrelated to this Contract without the prior written approval of the Client.]</i></p> <p>OR</p>

	<p>[The Client shall not use these <i>[insert what applies.....documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the Consultant.]</p> <p>OR</p> <p>[Neither Party shall use these <i>[insert what applies.....documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the other Party.]</p>
46.2	<p>The ceiling in foreign currency or currencies is: _____ <i>[insert amount and currency for each currency]</i> <i>[indicate: inclusive or exclusive]</i> of local taxes.</p> <p>Any local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: "be paid" or "reimbursed"]</i> by the Client <i>[insert as appropriate: "for" or "to"]</i> the Consultant.</p>
47.3	Price adjustment on the remuneration does not apply.
48.1 and 48.2	<p>"the Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts," OR "the Client shall reimburse the Consultant, the Sub-consultants and the Experts"]</p> <p>any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <ul style="list-style-type: none"> (a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them; (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client; (d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:

	<p>(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and</p> <p>(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</p>
49.1	The currency [currencies] of payment shall be the following: United States Dollars (USD)
50.1(a)	<p>The following provision shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) The advance bank payment guarantee shall be in the amount and in the currency of the currency of the advance payment.</p>
50.1(e)	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>
51.1	The interest rate is: <i>[insert rate]</i> .
54.	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to Nairobi International Arbitration Centre, for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, Nairobi International Arbitration</p>

	<p>Centre shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Nairobi International Arbitration Centre</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties] or of the Client's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant [Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties]; or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p>

	<ul style="list-style-type: none">(a) proceedings shall, unless otherwise agreed by the Parties, be held in Nairobi, Kenya.(b) the <i>[type of language]</i> language shall be the official language for all purposes; and(c). the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

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

APPENDIX B - KEY EXPERTS

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

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Client's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]

APPENDIX C – REMUNERATION COST ESTIMATES

Monthly rates for the Experts:

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

APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES

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

2. *All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.]*

APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 50.1(a) and SCC 50.1(a)]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

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

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

Date: _____ *[insert date]*_____

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

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

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

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

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

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

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

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

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

[signature(s)]

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

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

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

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

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

Date:	<i>[insert day, month, year]</i>
Consultant Name	<i>[insert full name of Bidder]</i>
Name of Joint Venture Member	<i>[insert full name]</i>
RFP Reference No.	<i>[insert tender reference number]</i>
Contract Title	<i>[insert contract title]</i>
<i>We [Consultant to select one of the following relevant declarations by ticking in the relevant box]:</i>	
<input type="checkbox"/>	(d) have not been subject to disqualification by the TMA or non-compliance with SEA/ SH obligations
<input type="checkbox"/>	(e) are subject to disqualification by the TMA for non-compliance with SEA/ SH obligations.
<input type="checkbox"/>	(f) had been subject to disqualification by the TMA or non-compliance with SEA/ SH obligations and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.
<i>[If (c) above is applicable, the Bidder shall attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i>	

APPENDIX H: LETTER OF ACCEPTANCE

[letterhead paper of the Client]

[date]

To: *[name and address of the Supplier]*

Subject: **Notification of award Contract No.**

This is to notify you that your proposal dated ***[insert date]*** for execution of the ***[insert name of the contract and RFP number, as given in the SCC]*** for the Accepted Contract Amount of ***[insert amount in numbers and words and name of currency]***, as corrected and modified in accordance with the Instructions to Consultants is hereby accepted by ***[insert name of Client]***.

You are requested to sign and return the attached Contract Agreement within three Business Days of this letter.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Client: _____

Attachment: Contract Agreement

APPENDIX I: TMA SUPPLIER CODE OF CONDUCT

ANNEX 8: EMAIL SUBMISSION GUIDELINES

Guidelines for Bidders for Bid Submissions via Email

1.1 Bidder Guidance for Emailed Submissions

- a) TradeMark Africa (TMA) will automatically send an email acknowledgment for all applications, bids, proposals and/or submissions received via the email addresses stipulated/specified in the bidding document. If a bidder does not receive an email acknowledgement **IMMEDIATELY** after submitting their applications, bids, proposals and/or submissions, via the email address stipulated in the bidding document, **IMMEDIATELY** contact TMA's Procurement unit using the mobile phone number, **+254 731 884 428**, to confirm whether the applications, bids, proposals and/or submissions were received.
- b) Bidders must not ignore any bounce back email received regarding rejection of an emailed application, bid, proposal and/or submission. If such an email is received, contact TMA's Procurement unit **IMMEDIATELY**.

1.2 Possible Reasons for Emailed Submission Rejection

- a) The email submission exceeded the maximum size of 5 MB.
- b) The subject line matched a known phishing subject line.
- c) The email contained a known phishing Uniform Resource Locator (URL), or the email originated from a server associated with phishing.
- d) The outbound mail server was present on a subscribed blacklist; or
- e) The email contained a virus or malware.

1.3 Remedial Action for Rejected Email Submission Prior to Tender Closing Date & Time

Prior to the tender closing date and time, if a bidder's submission is rejected, the following remedial action should be explored prior to re-submission.

- a) If the collective size of the emailed attachments **exceeds 5 MB**, the bidders should resubmit through multiple emails or may use other modes such **WeTransfer, Dropbox, or Google drive**. The bidder shall be required to clearly identify how many emails constitute the full submission.
e.g., email **1 of XX**.
- b) If the emailed submission included zipped or executable files, unzip or remove the executable files then resubmit through one or more emails (refer to point 1.3a) above if the files collectively exceed 5 MB).
- c) If the email submission is rejected because of a blacklisted domain, the bidder is required to resend the submission from a different email account from a different domain that is not blacklisted, e.g., Gmail. Please note, this should be done before the stipulated tender submission deadline; and
- d) If the email submission is rejected because of a virus/malware in the email or any of the

email attachments, ensure that the virus/malware is removed/cleaned prior to resubmission.

TMA's Procurement unit shall only consider and review cases of undelivered applications, bids, proposals and/or submissions, when it is brought to our attention by the affected bidder/s prior to the tender submission deadline.

Automatic Email Acknowledgement sent from the Procurement and Framework Mailboxes

Dear Sir/Madam,

This is to acknowledge receipt of your email to TradeMark Africa's Procurement mailbox.

Your email will be reviewed, and a response will be provided at the earliest opportunity. We encourage you to visit our website www.trademarkafrica.com/procurement-faqs/ for our procurement guidelines and answers to FAQs.

If you have submitted a bid for an open procurement process, it may take several weeks before you receive any further communication from us.

The maximum size of each email with attachments should not exceed **5 MB**.

Please get in touch with us via the mobile number, **+254 731 884 428**, in case you do not receive an automatic acknowledgement email immediately after submission of your bid.

For and on behalf of:

Joe Namwaya

Head of Procurement

TradeMark Africa

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