

Plot No. 488a/37/0/1/4  
Lake Road, Kabulonga  
P.O. Box 50376  
Lusaka  
Zambia  
Tel: +260 211 250874/250828  
Fax +260 211 250158  
Email: [info@nao.gov.zm](mailto:info@nao.gov.zm)

*In reply please quote*

No:



REPUBLIC OF ZAMBIA  
**MINISTRY OF FINANCE AND NATIONAL PLANNING**  
NATIONAL AUTHORISING OFFICE OF THE EUROPEAN DEVELOPMENT FUND

## REQUEST FOR PROPOSALS

**RFP No.:** FED/2013/318-337 (NAO/2022/1)

**Project Title:** Rehabilitation of the Great East Road Project

**Selection of Consulting Services for:** Technical Investigation on the Premature Pavement Failures and Drainage Infrastructure Evaluations of the Lot 1 Portion of the Great East Road (T004) in Eastern Province of Zambia

**Contracting Authority:** National Authorising Office of the European Development Fund

**Country:** Zambia

**Contract Title:** Consultancy Services for a Technical Investigation on the Premature Pavement Failures and Drainage Infrastructure Evaluations of the Lot 1 Portion of the Great East Road (T004) in Eastern Province of Zambia

**Issued on:** **February 24, 2023**

**Funded by:** European Investment Bank (EIB) and the European Union (EU)



## Preface

This Request for Proposals (“RFP”) has been prepared by *the National Authorising Office of the European Development Fund, Ministry of Finance, Zambia* and is aligned to the EIB’s Guide to Procurement.

The SRFP reflects the structure and the provisions of the Master Procurement Document for Selection of Consultants (“Master Document”) prepared by participating Multilateral Development Banks (MDBs), except where specific considerations within the respective institutions have required a change.

This SBD has been updated to reflect the European Investment Bank (EIB)’s requirements in accordance with the Guide to Procurement for projects financed by the EIB, September 2018.

## TABLE OF CLAUSES

PART I.....	7
Section 1. Letter of Invitation .....	7
Section 2. Instructions to Consultants and Data Sheet .....	11
A. General Provisions .....	11
1. Definitions.....	11
2. Introduction.....	12
3. Conflict of Interest .....	13
4. Unfair Competitive Advantage .....	14
5. Corrupt and Fraudulent Practices.....	14
6. Eligibility .....	15
B. Preparation of Proposals.....	17
7. General Considerations .....	17
8. Cost of Preparation of Proposal .....	17
9. Language.....	17
10. Documents Comprising the Proposal.....	17
11. Only One Proposal.....	18
12. Proposal Validity .....	18
13. Clarification and Amendment of RFP .....	19
14. Preparation of Proposals – Specific Considerations .....	19
15. Technical Proposal Format and Content.....	20
16. Financial Proposal.....	20
C. Submission, Opening and Evaluation .....	20
17. Submission, Sealing, and Marking of Proposals .....	20
18. Confidentiality .....	22
19. Opening of Technical Proposals .....	22
20. Proposals Evaluation.....	22
21. Evaluation of Technical Proposals.....	23
23. Public Opening of Financial Proposals .....	23
24. Correction of Errors .....	24
25. Taxes.....	24
26. Conversion to Single Currency.....	25
27. Combined Quality and Cost Evaluation .....	25
D. Negotiations and Award.....	25
28. Negotiations .....	25
29. Conclusion of Negotiations.....	26
30. Award of Contract.....	<b>Error! Bookmark not defined.</b>
E. Data Sheet.....	29
Section 3. Technical Proposal – Standard Forms .....	37
Section 4. Financial Proposal - Standard Forms .....	59
Section 5. Eligible Countries .....	69
Section 6. Bank Policy – Corrupt and Fraudulent Practices.....	71
Section 7. Terms of Reference.....	73

PART II..... 73

Section 8. Conditions of Contract and Contract Forms ..... 85

    1. Time-Based Form of Contract ..... 85

    2. Lump-Sum Form of Contract..... 129



## PART I

### Section 1. Letter of Invitation

[if applicable, insert: RFP No.....; Loan/Credit/Grant/Financing No. ....]  
[insert: Location and Date]

[insert: Name and Address of Consultant. In case of a Joint Venture (JV), a full name of the JV and the names of each member as in the submitted Expression of Interest shall be used]

Dear Mr. /Ms.:

1. The *Government of the Republic of Zambia* (hereinafter called *Borrower* has *applied for* financing from the European Investment Bank in the form of a *loan* toward the cost of the Rehabilitation of the Great East Road Project. The Works under the Project were completed in 2019. However, following observed premature failure in portions of the Lot 1 section, there is need for a comprehensive evaluation of the same. Thus, the ***Consultancy Services for a Technical Investigation on the Premature Pavement Failures and Drainage Infrastructure Evaluation of the Lot 1 Portion of the Great East Road (T004) in Eastern Province of Zambia.*** The Ministry of Finance through the National Authorising Office of the European Development Fund (NAO) an *executing* agency of the *Government of the Republic of Zambia*, intends to apply a portion of the proceeds of this *loan* to eligible payments under the contract for which this Request for Proposals is issued. The Bank shall not provide or otherwise make funds available, directly or indirectly, to or for the benefit of an individual or entity that is subject to financial sanctions pursuant to Chapter 2 of Title V of the TEU and the objectives of the Common Foreign and Security Policy set out in Article 21 of the TEU and Article 215 of the TFEU, either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council on the basis of Article 41 of the UN Charter. The European Union sanction list is also applicable with respect to conditions of eligibility. Other conditions of eligibility are mentioned in the Request for Proposals. No party other than the *Borrower* shall derive any rights from the *loan* agreement or have any claims to the proceeds of the *loan*.
2. The Contracting Authority now invites proposals to provide the following consulting services (hereinafter called “Services”): Consultancy Services for a Technical Investigation on the Premature Pavement Failures and Drainage Infrastructure Evaluation of the Lot 1 Portion of the Great East Road (T004) in Eastern Province of Zambia. Payments under this Services Contract will only be made at the request of the Government of the Republic of Zambia, and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Finance Agreements between the Borrower and the Bank. Only the Borrower shall derive any rights from the Finance Agreements, or have any claims to the proceeds of the credit. More details on the Services are provided in the Terms of Reference (Section 7).
3. This Request for Proposals (RFP) has been addressed to all eligible Consultants/firms: Open International Tendering Procedure EIB (September 2018) (EIB GtP).

4. A firm will be selected under the most economically advantageous tender using Quality and Cost Based Selections (QCBS) procedures by applying a number of criteria based on but not limited to: Consultant's specific experience; understanding of the terms of reference and the scope of services; Methodology proposed for the services; Qualifications and experience of key personnel included to render the services; International, regional or local experience; Proposed work programme; and the proposed price on the Full Technical Proposal (FTP) format as described in this RFP, in accordance with the policies of the Bank detailed in the Bank's Guide to Procurement for projects financed by the EIB (September 2018) (EIB GtP), which available on the EIB's website, <http://www.eib.org.en.inforcentre/publications/all/guide-to-procurement.htm>.

5. The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consultants and Data Sheet
- Section 3 - Technical Proposal (FTP) - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 – Eligible Countries
- Section 6 – Bank's Policy – Corrupt and Fraudulent Practices
- Section 7 - Terms of Reference
- Section 8 - Standard Forms of Contract (Time-Based)

6. Please inform us by *[insert date]*, in writing at:

The Coordinator  
National Authorising Office of the European Development Fund  
Ministry of Finance  
Plot No. 488a/37/0/1/4,  
Lake Road, Kabulonga  
P.O. Box 50376  
Lusaka, ZAMBIA  
Telephone No.:+260-211 250874/250828  
Email: [infra@nao.gov.zm](mailto:infra@nao.gov.zm)

- (a) That you have received the Letter of Invitation; and
- (b) Whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).

7. Attention is drawn to the requirement to disclose information on the successful Consultant's beneficial ownership, EIB Covenant of Integrity and the Environmental and Social Covenant, as part of the Award Notice, using the Beneficial Ownership Disclosure, Covenant of Integrity and the Environmental and Social Covenant Forms as included in the Request for Proposals.



8. Details on the proposal's submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC and indicated below.

The Proposals must be submitted no later than: **Date: 10 April, 2023**, Time: **16:00** hours local time. The Proposal submission address is:

National Authorising Office of the European Development Fund  
Ministry of Finance and National Planning  
Plot No. 488a/37/0/1/4,  
Lake Road, Kabulonga  
P.O. Box 50376  
Lusaka, ZAMBIA  
Telephone No.:+260-211 250874/250828  
Email: [infra@nao.gov.zm](mailto:infra@nao.gov.zm)

9. Tender Proposals arriving after the deadline for receipt will not be opened and will be returned unopened.

Yours sincerely,

Temwani CHIHANA  
Acting Coordinator and DNAO  
National Authorising Office of the European Development Fund  
**MINISTRY OF FINANCE AND NATIONAL PLANNING**



## Section 2. Instructions to Consultants and Data Sheet

### A. General Provisions

#### 1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Guidelines” means the policies of the European Investment Bank governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Contracting Authority’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.
- (d) “Bank” means the the specific financing institution named in the Data Sheet.
- (e) “Borrower” means the Government, Government agency or other entity that signs the financing *or loan* agreement with the Bank.
- (f) “Contracting Authority” means the *executing agency* that signs the Contract for the Services with the selected Consultant.
- (g) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Contracting Authority under the Contract.
- (h) “Contract” means a legally binding written agreement signed between the Contracting Authority 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.
- (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 Contracting Authority’s country.
- (m) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one

Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Contracting Authority for the performance of the Contract.

- (n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (o) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (p) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Contracting Authority to the shortlisted Consultants.
- (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 Contracting Authority for the selection of Consultants, based on the SRFP.
- (t) “SRFP” means the Standard Request for Proposals, which must be used by the Contracting Authority as the basis for the preparation of the RFP.
- (u) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (v) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Contracting Authority during the performance of the Contract.
- (w) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Contracting Authority and the Consultant, and expected results and deliverables of the assignment.

## **2. Introduction**

- 2.1 The Contracting Authority named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, 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, 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 Contracting Authority 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 Contracting Authority'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 Contracting Authority any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Contracting Authority. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.
- 3.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:
- a. Conflicting activities**
- (i) (Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Contracting Authority 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 Contracting Authority.

- (iii) Relationship with the Contracting Authority's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the [Borrower or the Contracting Authority or the Recipient or Beneficiary] or of the [implementing/executing agency] or of a recipient of a part of the Bank's financing who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.
- (iv) Any other types of conflicting relationships as indicated in the Data Sheet.

**4. Unfair  
Competitive  
Advantage**

- 4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Contracting Authority 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.

**5. Corrupt and  
Fraudulent  
Practices**

- 5.1 The Bank requires compliance with its policy on corrupt and fraudulent or prohibited practices as set forth in ITC 6.
- 5.2 The Bank is committed to ensuring that its loans are used for the purposes intended and its operations are free from prohibited conduct (including but not limited to, fraud, corruption, collusion, coercion, obstruction and money laundering and terrorist financing). In particular, in countries outside the EU, the Bank will, as a general rule, require that promoters:
- (i) Require any tenderer for works, goods or services, as a condition of admission to eligibility, to execute and attach to its tender a Covenant of Integrity in the form indicated Section 3; and
  - (ii) Insert in tender documents and contracts a clause that grants the promoter, the Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right to inspect and copy the books and records of the tenderer, contractor, supplier or consultant in connection with any Bank-financed contract.
- 5.3 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors,

subconsultants, service providers, suppliers, and their personnel, to permit the Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, to inspect and copy all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

## 6. Eligibility

6.1 (i) Firms originating from all countries of the world are eligible to tender for works, goods and services contracts.. In addition, individuals or firms may not be eligible to tender in application of section 1.4 of the EIB GtP on Ethical Conduct.

(ii) All parties constituting the Consultant including any individuals and firms, subcontractors (subconsultants) or suppliers, joint ventures, consortiums, or association (JV), and their individual members for the purpose of any part of the Contract, originating from all countries of the world are eligible to tender for the services, As stated under Section 1.2 of the EIB GtP , "Firms originating from all countries of the world are eligible to tender for works, goods and services contracts.", which is available on the EIB's website at: <http://www.eib.org/en/infocentre/publications/all/guide-to-procurement.htm>, and as listed in Section 5, Eligible Countries.

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 described under 6.1 above.

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

### a. Sanctions

6.3.1 Pursuant to its Sanctions Policy, the Bank shall not provide finance, directly or indirectly, to or for the benefit of an individual or entity that is subject to financial sanctions imposed by the EU, either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council on the basis of article 41 of the UN Charter.

A Consultant that has been sanctioned by the Bank, in accordance with its prevailing sanctions policies and procedures as set forth by the Bank's and as described in Section 6, Fraud and Corruption, shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**. The Consultants need to declare any sanction in the Covenant of Integrity provided in Section 3 (TECH Forms), which can also be

obtained from the EIB-Guide to Procurement (Annex 3) at: <http://www.eib.org/en/infocentre/publications/all/guide-to-procurement.htm> .

## **b. Prohibitions**

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

- (i) The Bank is committed to ensuring that its loans are used for the purposes intended and its operations are free from Prohibited Conduct (including but not limited to fraud, corruption, collusion, coercion, obstruction, money laundering and terrorist financing). See the EIB's Anti-Fraud Policy for definitions: <http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm>, as prescribed in Section 6.
- (ii) It is the Bank's policy to require that promoters, as well as tenderers, contractors, suppliers and consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. The Bank reserves the right to take all appropriate action in order to enforce this policy. Moreover, the Bank is committed to ensuring that its loans are used for the purposes intended and its operations are free from Prohibited Conduct (including but not limited to, fraud, corruption, collusion, coercion, obstruction, money laundering and terrorist financing

In pursuance of this policy, if it is established to the required standards (in accordance with the EIB's Investigation Procedures) that a project related party (as defined in the EIB's Anti-Fraud Policy) has engaged in Prohibited Conduct in the course of a procurement process or implementation of a contract (to be) financed, the Bank:

- i) May seek appropriate remediation of the Prohibited Conduct to its satisfaction;
- ii) May declare ineligible such project related party to be awarded the contract; and/or
- iii) May withhold the Bank's no objection to contract award (for contracts subject to prior review in operations outside the EU) and may apply appropriate contractual remedies, which may include suspension and cancellation, unless the Prohibited Conduct has been dealt with to the satisfaction of the Bank.

Furthermore, within the framework of its Exclusion Policy, the Bank may declare such project related party ineligible to be



awarded a contract under any EIB project or to enter into any relationship with the Bank.”

The Exclusion Policy may be found at:

<https://www.eib.org/en/publications/exclusion-policy.htm>;

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

6.3.3 Government-owned enterprises or institutions in the Borrower country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Contracting Authority.

**d. Restrictions for public employees**

6.3.4 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a consulting firm, if they (i) are on leave of absence without pay; (ii) are not being hired by the agency they were working for immediately before going on leave; and (iii) their employment would not create a conflict of interest).

## **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 Contracting Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Contracting Authority 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 Contracting Authority, shall be written in the language(s) specified in the **Data Sheet**.

**10. Documents Comprising the Proposal**

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

10.2 If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Contracting Authority country's laws against fraud and corruption (including bribery).

10.3 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other

party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

**11. Only One Proposal**

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

**12. Proposal Validity**

- 12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.

**a. Extension of Validity Period**

- 12.4 The Contracting Authority will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Contracting Authority 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.

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

- 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.
- 12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Contracting Authority together with the substitution request. In such case, a replacement 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 replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Contracting

- Authority, such Proposal will be rejected with the prior Bank's no objection.
- c. Sub-Contracting**
- 12.9 The Consultant shall not subcontract the whole of the Services.
- 13. Clarification and Amendment of RFP**
- 13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Contracting Authority's address indicated in the Data Sheet. The Contracting Authority 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 Contracting Authority 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 Contracting Authority 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 Contracting Authority 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 Contracting Authority 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 Contracting Authority may indicate in the **Data Sheet** the estimated amount or Key Experts' time input (expressed in person-

month), 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**.

#### **15. Technical Proposal Format and Content**

15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared 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 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet.

##### **b. Taxes**

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

##### **c. Currency of Proposal**

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

##### **d. Currency of Payment**

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

### **C. Submission, Opening and Evaluation**

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

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.

- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals 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 initialled by the person signing the Proposal.
- 17.4 The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "Technical Proposal", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "Do Not Open until [insert the time and date of the technical proposal submission deadline]."
- 17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "Financial Proposal" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "Do Not Open With The Technical Proposal."
- 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheet]".
- 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Contracting Authority will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 17.9 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Contracting Authority no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification

received by the Contracting Authority 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 Contracting Authority 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 publication of the Contract award information.
- 18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Contracting Authority in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank's sanctions procedures.
- 18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Contracting Authority or the Bank on any matter related to the selection process, it should do so only in writing.
- 19. Opening of Technical Proposals**
- 19.1 The Contracting Authority's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.
- 19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.
- 20. Proposals Evaluation**
- 20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection", if applicable.
- 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the

Proposals, the Contracting Authority will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

## **21. Evaluation of Technical Proposals**

21.1 The Contracting Authority'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.

21.2 **Determination of Substantially Responsiveness:** Prior to the detailed evaluation of bids, the Client will determine whether each Bid (a) meets the eligibility criteria defined in ITC Clause 6; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

21.3 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Client's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

21.4 If a Bid is not substantially responsive, it will be rejected by the Client, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

## **22.**

22.1 This is left deliberately blank.

## **23. Public Opening of Financial Proposals**

23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Contracting Authority shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Contracting Authority shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals

(in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.

23.2 The Financial Proposals shall be opened by the Contracting Authority's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

## **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 Contracting Authority'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 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 Contracting Authority'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 Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

## **25. Taxes**

25.1 Except as set out in Sub-clause 25.2, all taxes are deemed included in the Consultant's Financial proposal, and, therefore, included in the evaluation.

25.2 Any local identifiable indirect taxes levied on the contract invoices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and income tax payable to the Contracting Authority's country on the remuneration of non-resident Experts for the services rendered



in the Contracting Authority's country are dealt with 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** 27.1 In the case of Quality-and-Cost-Based Selection (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 achieving the highest combined technical and financial score will be invited for negotiations.

#### **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 Contracting Authority shall prepare minutes of negotiations that are signed by the Contracting Authority 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 Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Contracting Authority 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 Contracting Authority'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 financial negotiations include the clarification of the Consultant's tax liability in the Contracting Authority's country and how it should be reflected in the Contract.
- 28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.
- 28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Contracting Authority may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank.
- 29. Conclusion of Negotiations**
- 29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by the Contracting Authority and the Consultant's authorized representative.
- 29.2 If the negotiations fail, the Contracting Authority 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 Contracting Authority shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank's no objection, the Contracting Authority will invite the next-ranked Consultant to negotiate a Contract. Once the Contracting Authority commences negotiations with the next-ranked Consultant, the Contracting Authority 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 ten (10) 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 (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
- 31. Notification of Intention to Award**
- 31.1 The Contracting Authority shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:
- a) the name and address of the Consultant with whom the client successfully negotiated a contract;
  - b) the contract price of the successful Proposal;
  - c) the names of all Consultants included in the short list, indicating those that submitted Proposals;

- d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;
- e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;
- f) the final combined scores and the final ranking of the Consultants;
- g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
- h) the expiry date of the Standstill Period; and
- i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

### 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, the Client shall, send a notification of award 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 eight (8) Business Days from the date of receipt of such notification. If specified in the **Data Sheet**, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the EIB Environmental and Social Covenant (E&S Covenant), Covenant of Integrity, Signed Fraud and Corruption Declaration and Beneficial Ownership Disclosure Form.

#### Award Notice

Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Client;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
- (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor;
- (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and.
- (f) successful Consultant's Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1.

- 32.2 The Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette. The Client shall also publish the Award Notice in Official Journal of the European Union (OJEU) online.
- 33. Debriefing by the Contracting Authority**
- 33.1 On receipt of the Contracting Authority's Notification of Intention to Award referred to in ITC 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.
- 33.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period
- 33.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 33.4 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 expiration of the Proposal Validity Period 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 Related Complaint**
- 35.1 The procedures for making Procurement-related Complaint are specified in the **Data Sheet**.

## Instructions to Consultants

### E. Data Sheet

<b>A. General</b>	
<b>ITC Clause Reference</b>	
<b>1 (c)</b>	Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, Zambia
<b>1 (d)</b>	The Bank is: the European Investment Bank (EIB) and the European Development Fund (EDF)  <b>The source of funds is:</b> a loan from the European Investment Bank (EIB)
<b>2.1</b>	<b>Name of the Contracting Authority:</b>  National Authorising Office of the European Development Fund, Ministry of Finance and National Planning  <b>Method of selection:</b> Quality- and Cost-Based Selection. Economically Advantageous Tender using Quality and Cost Based Selections (QCBS) through Restricted procedures preceded by a pre-qualification, as per the Bank’s Guide to Procurement for projects financed by the EIB (September 2018), which can be found at the following website: <a href="http://www.eib.org/en/infocentre/publications/all/guide-to-procurement.htm">http://www.eib.org/en/infocentre/publications/all/guide-to-procurement.htm</a> .
<b>2.2</b>	<b>The name of the assignment is:</b> Consultancy Services for a Technical Investigation on the Premature Pavement Failures and Drainage Infrastructure Evaluation of the Lot 1 Portion of the Great East Road (T004) in Eastern Province of Zambia
<b>2.3</b>	<b>A pre-proposal conference will be held: Yes</b>  Date of pre-proposal conference: <b>10 March, 2023</b>  <b>Time: 10:00 hours</b>  Address: <b>RDA Regional Manager’s Offices; Chipata (580 Km from Lusaka)</b>  Telephone: <b>+260-216-222026</b>  E-mail: <a href="mailto:isikombe@roads.gov.zm">isikombe@roads.gov.zm</a>  Contact person/conference coordinator: <b>Regional Manager – Iwwananji Sikombe</b>

2.4	<p><b>The Contracting Authority will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b></p> <ul style="list-style-type: none"> <li>• Listed in the Terms of Reference.</li> </ul> <p><b>The procurement procedure will be carried out in accordance the Bank's Guide to Procurement for projects financed by the EIB ,September 2018 (EIB GtP), which can be found at the following website:</b>  <a href="http://www.eib.org/en/infocentre/publications/all/guide-to-procurement.htm">http://www.eib.org/en/infocentre/publications/all/guide-to-procurement.htm</a></p>
3	<p><u>Applicants</u> must not have a conflict of interest as defined in Section 1.5 of the EIB GtP, which is available at; <a href="https://www.eib.org/en/publications/guide-to-procurement">https://www.eib.org/en/publications/guide-to-procurement</a>. Conflict of interest occurs when the impartial and objective exercise of the functions of the promoter, or the respect of the principles of competition, non-discrimination or equality of treatment with regard to the procurement procedure or contract, is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest. The concept of conflict of interest covers any situation where staff members (or consultants acting on behalf) of the promoter who are involved in the conduct of the procurement procedure or may influence the outcome of that procedure have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure or contract execution.</p> <p>Promoters must take appropriate measures to effectively prevent, identify and remedy conflicts of interest arising in the conduct of procurement procedures or contracts so as to avoid any distortion of competition and to ensure the impartial and objective exercise of the functions of the promoter and equal treatment of all tenderers or contractors.</p> <p>The assessment of whether or not there is a conflict of interest has to be carried out on a case by case basis, considering the actual risk of conflict based on the specific circumstances of the case at stake. The individual or entity in question should declare whether they have any conflict of interest and, if so, present supporting evidence which might remove or remedy a conflict of interest.</p> <p>In cases where a conflict of interest cannot be effectively remedied by other less intrusive measures, the Bank requires promoters to exclude from participation in an EIB-financed procurement procedure or contract any tenderer or contractor affected by such a conflict of interest.</p>
4.1	Not Applicable
6.2	<b>Eligibility requirements are to be in line with Clause 1.1 of the EIB in its Rules and Procedures for the Use of Consultants at <a href="http://www.eib.org">www.eib.org</a></b>
6.3	<b>Sanctions conditions are as per EIB Antifraud Policy which can be found at <a href="http://www.eib.org">www.eib.org</a></b>

6.3.1	<p>The list of debarred firms and individuals is available at the Bank's external website <a href="https://www.eib.org/en/about/accountability/anti-fraud/exclusion/index.htm">https://www.eib.org/en/about/accountability/anti-fraud/exclusion/index.htm</a></p>
<p><b>B. Preparation of Proposals</b></p>	
9.1	<p><b>This RFP has been issued in the English language, which is one of the official languages of the European Union.</b></p> <p>In addition, the RFP is translated into the <u> N/A </u>.</p> <p><b>Proposals shall be submitted in English language as per Guide to Procurement for projects financed by the EIB (September 2018).</b></p> <p><b>All correspondence exchange shall be in English language.</b></p>
10.1	<p><b>The Proposal shall comprise the following:</b></p> <p style="padding-left: 40px;"><b><u>For FULL TECHNICAL PROPOSAL (FTP):</u></b></p> <p style="padding-left: 80px;"><b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b></p> <ol style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal</li> <li>(2) TECH-1</li> <li>(3) TECH-2</li> <li>(4) TECH-3</li> <li>(5) TECH-4</li> <li>(6) TECH-5</li> <li>(7) TECH-6</li> <li>(8) TECH-7a Code of Conduct (ES)</li> <li>(9) TECH-7b The EIB Environmental and Social Covenant (E&amp;S Covenant) (signed by all consultants (including all Joint Venture / consortium members). The Consultant must comply with the mandatory EIB environmental and social safeguards.</li> <li>(10) TECH-8 Covenant of Integrity (signed by all consultants (including all Joint Venture / consortium members))</li> </ol> <p style="padding-left: 40px;">AND</p> <p style="padding-left: 80px;"><b>2<sup>nd</sup> Inner Envelope with the Financial Proposal:</b></p> <ol style="list-style-type: none"> <li>(1) FIN-1</li> <li>(2) FIN-2</li> <li>(3) FIN-3</li> <li>(4) FIN-4</li> <li>(5) Statement of Undertaking (if required under Data Sheet 10.2 below)</li> </ol>
10.2	<p><b>Statement of Undertaking is required</b></p> <p>No <input checked="" type="checkbox"/></p>

11.1	<p><b>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</b></p> <p>No</p>
12.1	<p><b>Proposals must remain valid for</b> 120 calendar days after the proposal submission deadline (i.e., until: <b>8 August, 2023</b>)</p>
13.1	<p><b>Clarifications may be requested no later than 14 days prior to the submission deadline.</b></p> <p>The contact information for requesting clarifications is:</p> <p><b>The Coordinator</b>  <b>National Authorising Office of the European Development Fund</b>  <b>Ministry of Finance</b>  <b>Plot No. 488a/37/0/1/4,</b>  <b>Lake Road, Kabulonga</b>  <b>P.O. Box 50376</b>  <b>Lusaka, ZAMBIA</b>  <b>Telephone No.:+260-211 250874/250828</b>  <b>Email: <a href="mailto:infra@nao.gov.zm">infra@nao.gov.zm</a></b></p> <p><u>The Contracting Authority will respond to clarifications within a week, if tenderers raise specific questions on the tender documents.</u></p>
13.3	<p><b>ADD: Clarifications requested by Client</b></p> <p>The Contracting Authority shall ask the consultants for any clarification needed to assess the proposals, but no amendment to the substance of the proposal or to the price will be accepted, after the opening of the proposals.</p> <p>All responses to the Clarifications requested by Client must be addressed to address in ITC 13.1.</p>
14.1.1	<p><b>NOT APPLICABLE</b></p>
14.1.2	<p>Estimated input of Key Experts' time-input: 13.0 person-months.</p> <p><b>Total Person months: 13.0</b></p>
14.1.3 for time-based	<p>The Consultant's Proposal must include <u>the minimum</u> Key Experts' time-input of 13.0 person-months.</p>



contracts only	<p>For the evaluation and comparison of Proposals only: 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. Proposals that 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>
16.1	<ol style="list-style-type: none"> <li>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</li> <li>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</li> <li>(3) cost of office accommodation, including overheads and back-stop support;</li> <li>(4) communications costs;</li> <li>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</li> <li>(6) cost of reports production (including printing) and delivering to the Contracting Authority;</li> <li>(7) other allowances where applicable and provisional or fixed sums (if any)]</li> </ol>
16.2	<p><b>A price adjustment provision applies to remuneration rates:</b> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/></p> <p>Price Adjustment will not apply to local inflation</p>
16.3	<p><b>Information on the Consultant's tax obligations in the Contracting Authority's country can be found at the</b> Zambia Revenue Authority, P.O. Box 35710, Lusaka. Website: - <a href="http://www.zra.org.zm">www.zra.org.zm</a>.</p>
16.4	<p><b>The Financial Proposal shall be stated in the following currencies:</b></p> <p>Consultant may express the price for their Services in any currency, singly or in combination of up to three foreign currencies (internationally tradable currencies).</p> <p><b>The Financial Proposal should state local costs in the Contracting Authority's country currency (local currency):</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p>

<b>C. Submission, Opening and Evaluation</b>	
<b>17.1</b>	The Consultants shall not have the option of submitting their Proposals electronically.
<b>17.4</b>	<p><b>The Consultant must submit:</b></p> <p>(a) <b>Technical Proposal:</b> one (1) original and four (4) copies;</p> <p>(b) <b>Financial Proposal:</b> one (1) original and four (4) copies; and</p> <p><b>Two CD/DVD/USB drive soft Copies</b> (1 soft copy device per Technical proposal and 1 soft copy device per Financial proposal)</p> <p>In the event of a discrepancy between the original technical or financial proposal and the PDF files, the original technical and financial proposal prevails.</p>
<b>17.7 and 17.9</b>	<p><b>The Proposals must be submitted no later than:</b></p> <p><b>Date:</b> <b>10 April, 2023</b></p> <p><b>Time:</b> <b>16.00</b> hours <b>Zambian Time (+2 hours ahead of GMT)</b></p> <hr/> <p><b>The PROPOSAL SUBMISSION ADDRESS is:</b>  <b>The Coordinator National Authorising Office of the European Development Fund</b>  <b>Ministry of Finance and National Planning</b>  <b>Plot No. 488a/37/0/1/4, Lake Road, Kabulonga</b>  <b>P.O. Box 50376</b>  <b>Lusaka, ZAMBIA</b>  <b>Telephone No.:+260-211 250874/250828</b></p>
<b>19.1</b>	<p><b>An online option of the opening of the Technical Proposals is offered: NO</b></p> <p><b>Date:</b> N/A</p> <p><b>Time:</b> <b>N/A</b></p> <hr/>
<b>19.2</b>	<p><b>In addition, the following information will be read aloud at the opening of the Technical Proposals</b></p> <ul style="list-style-type: none"> <li>• Declaration of Impartiality and Confidentiality statement of the CONTRACT PROCEDURES FOR EUROPEAN UNION EXTERNAL ACTION - A practical guide (PRAG)</li> <li>• Conflict of Interest clause of the CONTRACT PROCEDURES FOR EUROPEAN UNION EXTERNAL ACTION - A practical guide (PRAG)</li> </ul>

<b>21.1</b> [for FTP]	Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:		
		<b><u>Points</u></b>	
	<b>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:</b>		
	a) <i>Experience of the firm</i>	3.0	
	b) <i>Assignments of similar nature</i>	5.0	
	c) <i>Experience in the Southern African region</i>	2.0	
	<b>Total points for criterion (i):</b>		<b>10.0</b>
	<b>(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</b>		
	a) <i>Technical approach and methodology</i>	12.5	
	b) <i>Work plan</i>	2.5	
c) <i>Organization and staffing</i>	2.5		
<b>Total points for criterion (ii):</b>		<b>17.5</b>	
<b>(iii) Key Experts' qualifications and competence for the Assignment:</b>			
a)	Position K-1: Team Leader/Materials Engineer	30.0	
b)	Position K-2: Pavement Engineer	20.0	
c)	Position K-3: Hydrologist /Drainage Engineer	15.0	
<b>Total points for criterion (iii):</b>		<b>65.0</b>	
The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:			
1) General qualifications (general education, training, and experience): <b>20%</b>			
2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments ) : <b>70%</b>			
3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): <b>10%</b>			
<b>Total weight:</b>		<b>100%</b>	
<b>(iv) Transfer of knowledge (training) program</b> (relevance of approach and methodology):			
a) <i>Relevance of training program</i>		2	
b) <i>Training approach and methodology</i>		1	
c) <i>Qualifications of experts and trainers</i>		2	
<b>Total points for criterion (iv):</b>		<b>5</b>	

	<p>(v) <b>Participation by nationals among proposed Key Experts</b> <b>2.5</b></p> <p><b>Total points for the five (5) criteria: 100</b></p> <p><b>The minimum technical score (St) required to pass is: 80</b></p>
<b>23.1</b>	<b>An online option of the opening of the Financial Proposals is offered: No.</b>
<b>25.2</b>	For the purpose of the evaluation, the Contracting Authority will exclude: (a) all local identifiable indirect taxes, including VAT, on the contract invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts of the Consultant in the Contracting Authority's country. At contract negotiations, all applicable indirect local taxes will be discussed and agreed (using the itemized list as guidance but not limiting to it) and added to the contract amount in a separate line, also indicating which taxes shall be paid by the Consultant and which are withheld and paid by the Contracting Authority on behalf of the Consultant.
<b>26.1</b>	<p><b>The single currency for the conversion of all prices expressed in various currencies into a single one is: EURO (EUR)</b></p> <p><b>The official source of the selling (exchange) rate is: InforEuro</b></p> <p><i>For comparison of Bids, Bids whose financial statements are not priced in EUR will first be converted into Zambian Kwacha and then into EUR using the monthly InforEuro exchange rates.</i></p> <p><b>The date of the exchange rate is: the month of the deadline for submission of tenders</b></p>
<b>27.1</b>	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p>Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b>  <b>T = 85 and</b>  <b>P = 15</b></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following (Final Score (S)):</p>

	$S = (St \times T\%) + (Sf \times P\%)$
	<b>D. Negotiations and Award</b>
<b>28.1</b>	<p><b>Expected date and address for contract negotiations:</b></p> <p><b>Date:</b> <b>June, 2023</b></p> <p>Further details to be obtained from the Coordinator</p> <p><b>Address:</b>  <b>National Authorising Office of the European Development Fund</b>  <b>Ministry of Finance and National Planning</b>  <b>Plot No. 488a/37/0/1/4,</b>  <b>Lake Road, Kabulonga</b>  <b>P.O. Box 50376</b>  <b>Lusaka, ZAMBIA</b>  <b>Telephone No.:+260-211 250874/250828</b>  <b>Email: <a href="mailto:infra@nao.gov.zm">infra@nao.gov.zm</a></b></p>
<b>30.1</b>	The Client will not proceed with the contract signature until the expiry of the ten (10) calendar days) from the date on which the contract award notification is sent to the consultants.
<b>32.1</b>	Consultants shall submit the EIB Environmental and Social Covenant (E&S Covenant), Covenant of Integrity, Signed Fraud and Corruption Declaration and Beneficial Ownership Disclosure Form, as part of the Technical Proposal
<b>34.2</b>	<p><b>Expected date for the commencement of the Services:</b></p> <p><b>Date:</b> Fourteen (14) days after Contract Signing and issuance of commencement order by the Contracting Authority, at:</p> <p><b>National Authorising Office of the European Development Fund</b>  <b>Ministry of Finance and National Planning</b>  <b>Plot No. 488a/37/0/1/4,</b>  <b>Lake Road, Kabulonga</b>  <b>P.O. Box 50376</b>  <b>Lusaka, ZAMBIA</b>  <b>Telephone No.:+260-211 250874/250828</b>  <b>Email: <a href="mailto:infra@nao.gov.zm">infra@nao.gov.zm</a></b></p>
<b>35.1</b>	<p>The procedures for making a Procurement-related Complaint are detailed in the <a href="#">Guide to Procurement for projects financed by the EIB, September 2018</a>.</p> <p>The Consultant should alert the Client in writing, with a copy to the European Investment Bank to <a href="mailto:procurementcomplaints@eib.org">procurementcomplaints@eib.org</a>, in case they should consider that certain clauses or provisions of the RFP might limit international competition or introduce an unfair advantage to some consultants."</p>

If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures to the client, in writing (by the quickest means available, such as by email in accordance with the following:

Following the notification of decision to award there will be a standstill period of 10 days to facilitate the submission of any complaints concerning the procurement process.

**Formal complaints should be submitted to:**

The Director and Chief Executive Officer

The Road Development Agency,

Plot No.33, Corner of Government and Fairley Roads, Ridgeway,

P.O. Box 50003, Lusaka, Zambia,

Telephone number: +260-211-253088 / 253002; Facsimile number: +260-211-253408 / 251420

**with copies to:**

Zambia Public Procurement Authority

Stand J-11790 Chisekela Road, Off Alick Nkhata Rd, Lusaka

Phone: 0211 377 400

Website: [www.zppa.org.zm](http://www.zppa.org.zm)

E-mail(s): [info@zppa.org.zm](mailto:info@zppa.org.zm)

Contact person: Director General

**and also copies to:**

The EIB Procurement Complaints Committee

Email: [procurementcomplaints@eib.org](mailto:procurementcomplaints@eib.org) .

In summary, a Procurement-related Complaint may challenge any of the following:

- a) the terms of the Bidding Documents;
- b) the Client's decision to exclude a Consultant from the selection process prior to the award of contract; and
- c) the Client's decision to award the contract.

The Bidder should alert the Client in writing, with a copy to the European Investment Bank to [procurementcomplaints@eib.org](mailto:procurementcomplaints@eib.org), in case they should consider that certain clauses or provisions of the RFP might limit international competition or introduce an unfair advantage to some consultants.

A Bidder who is not satisfied with the client's response can escalate their complaints directly to Zambia Public Procurement Authority  
With a copy to EIB and the client.

The Bank's Guide to Procurement for projects financed by the EIB, September 2018 stipulates that the responsibility of dealing with such complaints and deciding on them lies with Promoters. While the Bank is committed to ensuring that only contracts procured in line with its Guide to Procurement will be eligible to be financed by its loans, the role of the Bank is limited to verifying whether the conditions attached to its financing are met.

Complainants who wish to challenge Promoters' actions or decisions should address their concerns to Promoters and/or the relevant review bodies (normally national remedy mechanisms), in line with applicable provisions. Tenderers are encouraged to make use of these recourses to raise their concerns in a timely manner, and may copy the Bank in such complaints. In this regard, if a bidder wishes to protest against a decision made by a Borrower or the Bank with regards to the procurement process or wishes to inform the Bank that the Bank's procurement rules and/or provisions of the bidding documents have not been complied with, an email can be sent to the following address:

**The EIB Procurement Complaints Committee**

**Email:** [procurementcomplaints@eib.org](mailto:procurementcomplaints@eib.org) .

### Section 3. Technical Proposal – Standard Forms

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

#### CHECKLIST OF REQUIRED FORMS

Required for FTP or STP[*], (√)		FORM	DESCRIPTION
FTP	STP		
√	√	TECH-1	Technical Proposal Submission Form.
“√”	“If applicable”	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.
“√”	“If applicable”	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members
√		TECH-2	Consultant’s Organization and Experience.
√		TECH-2A	A. Consultant’s Organization
√		TECH-2B	B. Consultant’s Experience
√		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Contracting Authority.
√		TECH-3A	A. On the Terms of Reference
√		TECH-3B	B. On the Counterpart Staff and Facilities
√	√	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment
√	√	TECH-5	Work Schedule and Planning for Deliverables
√	√	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)
√	√	TECH-7a	Code of Conduct (ES)
		TECH-7b	The EIB Environmental and Social Covenant (E&S Covenant)
√	√	TECH-8	Covenant of Integrity

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



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

{Location, Date}

To:

The Coordinator  
National Authorising Office of the European Development Fund  
Ministry of Finance and National Planning  
Plot No. 488a/37/0/1/4,  
Lake Road, Kabulonga  
P.O. Box 50376  
Lusaka, ZAMBIA

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”]*

*{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in association/as a consortium/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 Contracting Authority and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.

- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank's policy in regard to corrupt and fraudulent/prohibited practices as per ITC 5.
- (e) 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 Contracting Authority.
- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

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

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

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

## FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

### CONSULTANT’S ORGANIZATION AND EXPERIENCE

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

#### A - Consultant’s Organization

*{1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.}*

#### B - Consultant’s Experience

1. List only previous similar assignments successfully completed in the last **ten (10) years**.
2. List only those assignments for which the Consultant was legally contracted by the Contracting Authority as a company or was one of the joint venture partners. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Contracting Authority.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Contracting Authority & Country of Assignment	Approx. Contract value (in US\$ or EURO)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2019 – Apr.2020}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of .....; }	{e.g., Ministry of ....., country}	{e.g., US\$1 mill/US\$0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan.-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

**FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)****COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CONTRACTING AUTHORITY**

---

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

**A - On the Terms of Reference**

*{Improvements to the Terms of Reference, if any}*

**B - On Counterpart Staff and Facilities**

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

**FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)****DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE**

---

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

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

- a) Technical Approach and Methodology
  - b) Work Plan
  - c) Organization and Staffing
- a) **Technical Approach and Methodology.** *{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}*

The Contracting Authority expects to see the following:

- Relevant comments on the TORs
  - Opinions the key issues related to the achievement of the Assignment
  - An explanation of the Risks and Assumptions affecting the performance of the Contract. Also indicate the proposed mitigation measures
  - Add details of proposed Quality Assurance Plan (QAP) for both design and construction.
- b) **Work Plan.** *{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Contracting Authority), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}*
  - c) **Organization and Staffing.** *{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}*

**FORM TECH-5 (FOR FTP AND STP)**

**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

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

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

**FORM TECH-6 (FOR FTP AND STP)**

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

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

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

 Full time input

 Part time input



**FORM TECH-6  
(CONTINUED)**

**CURRICULUM VITAE (CV)**

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

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

---



---

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

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

**Membership in Professional Associations and Publications:**

---

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

---

**Adequacy for the Assignment:**

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

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

**Certification:**

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

{ day/month/year }

\_\_\_\_\_

Name of Expert	Signature	Date
----------------	-----------	------

{ day/month/year }

\_\_\_\_\_

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

**FORM TECH-7A****Code of Conduct for Experts (ES) Form****CODE OF CONDUCT FOR EXPERTS**

We are the Consultant, [enter name of Consultant]. We have signed a contract with [enter name of Client] for [enter description of the Services]. These Services will be carried out at [enter the Site and other locations as appropriate]. Our contract requires us to implement measures to address environmental and social risks related to the Services, 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 Services. It applies to all Experts at the Site or other places where the Services are being carried out.

This Code of Conduct identifies the behavior that we require from all Experts.

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

**REQUIRED CONDUCT**

Experts shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Experts and any other person;
3. maintain a safe working environment including by:
  - a. ensuring that workplaces, equipment and processes under each person's control are safe and without risk to health;
  - b. wearing required personal protective equipment; and
  - c. 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 favors, and other verbal or physical conduct of a sexual nature with other Experts, Contractor's Personnel or Client'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, 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 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 Client, or who makes use of grievance mechanism for Experts or the project's Grievance Redress Mechanism.

### **RAISING CONCERNS**

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

1. Contact [*enter name of 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.

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

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

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

FOR EXPERT:

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

Name of Expert: [insert name]

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

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

Countersignature of authorized representative of the Consultant:

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

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

**ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors 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 behaviors:

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

- An Expert 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.
- An Expert that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- An Expert rapes, or otherwise sexually assaults a member of the community.
- An Expert denies a person access to the Site unless he/she performs a sexual favor.
- An Expert 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.

(2) **Examples of sexual harassment in a work context**

- An Expert comment on the appearance of another Expert (either positive or negative) and sexual desirability.
- When An Expert complains about comments made by another Expert on his/her appearance, the other Expert comment that he/she is “asking for it” because of how he/she dresses.
- Unwelcome touching of an Expert or Employer’s Personnel by another Expert.
- An Expert tells another Expert 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-7B

### The EIB Environmental and Social Covenant (E&S Covenant)

We, the undersigned, commit to comply with – and ensuring that all of our sub-contractors comply with – all labour laws and regulations applicable in the country of implementation of the contract, as well as all national legislation and regulations and any obligation in the relevant international conventions and multilateral agreements on environment applicable in the country of implementation of the contract.

*Labour standards.* We further commit to the principles of the eight Core ILO standards<sup>19</sup> pertaining to: child labour, forced labour, non-discrimination and freedom of association and the right to collective bargaining. We will (i) pay rates of wages and benefits and observe conditions of work (including hours of work and days of rest) which are not lower than those established for the trade or industry where the work is carried out; and (ii) keep complete and accurate records of employment of workers at the site.

*Workers relations.* We therefore commit to developing and implementing a Human Resources Policy and Procedures applicable to all workers employed for the project in line with Standard 8 of the EIB's Environmental and Social Handbook. We will regularly monitor and report on its application to [insert name of the Contracting Authority] as well as on any corrective measures periodically deemed necessary.

*Occupational and Public Health, Safety and Security.* We commit to (i) complying with all applicable health and safety at work laws in the country of implementation of the contract; (ii) developing and implementing the necessary health and safety management plans and systems, in accordance with the measures defined in the Project's Environmental and Social Management Plan (ESMP) and the ILO Guidelines on occupational safety and management systems<sup>20</sup>; (iii) providing workers employed for the project access to adequate, safe and hygienic facilities as well as living quarters in line with the provisions of Standard 9 of the EIB's Environmental and Social Handbook for workers living on-site; and (iv) using security management arrangements that are consistent with international human rights standards and principles, if such arrangements are required for the project.

*Protection of the Environment.* We commit to taking all reasonable steps to protect the environment on and off the site and to limit the nuisance to people and property resulting from pollution, noise, traffic and other outcomes of the operations. To this end, emissions, surface discharges and effluent from our activities will comply with the limits, specifications or stipulations as defined in [insert name of the relevant document]<sup>21</sup> and the international and national legislation and regulations applicable in the country of implementation of the contract.

*Environmental and social performance.* We commit to (i) submitting [insert periodicity as indicated in the tender documents] environmental and social monitoring reports to [insert name of the Contracting Authority]; and (ii) complying with the measures assigned to us as set forth in the environmental permits [insert name of the relevant document if applicable] <sup>22</sup> and any corrective or preventative actions set forth in the annual environmental and social monitoring report. To this end, we will develop and implement an Environmental and Social Management System commensurate to the size and complexity of the Contract and provide [insert name of the Contracting Authority] with the details of the (i) plans and procedures, (ii) roles and responsibilities and (iii) relevant monitoring and review reports.

We hereby declare that our tender price as offered for this contract includes all costs related to our environmental and social performance obligations as part of this contract. We commit to (i) reassessing, in consultation with [insert name of the Contracting Authority], any changes to the project design that may potentially cause negative environmental or social impacts; (ii) providing [insert name of the Contracting Authority] with a written notice and in a timely manner of any unanticipated environmental or social risks or impacts that arise during the execution of the contract and the implementation of the project previously not taken into account; and (iii) in consultation with [insert name of the Contracting

Authority], adjusting environmental and social monitoring and mitigation measures as necessary to assure compliance with our environmental and social obligations.

*Environmental and social staff.* We shall facilitate the contracting authority's ongoing monitoring and supervision of our compliance with the environmental and social obligations described above. For this purpose, we shall appoint and maintain in office until the completion of the contract an Environmental and Social Management Team (scaled to the size and complexity of the Contract) that shall be reasonably satisfactory to the Contracting Authority and to whom the Contracting Authority shall have full and immediate access, having the duty and the necessary powers to ensure compliance with this Environmental and Social Covenant.

We accord the Contracting Authority and the EIB and auditors appointed by either of them, the right of inspection of all our accounts, records, electronic data and documents related to the environmental and social aspects of the current contract, as well as all those of our subcontractors.

We remain,

Yours sincerely,

---

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

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

Address: {insert the authorized representative's address}

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

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

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

Notes:

19 <http://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang--en/index.htm>

20 [http://www.ilo.org/safework/info/standards-and-instruments/WCMS\\_107727/lang--en/index.htm](http://www.ilo.org/safework/info/standards-and-instruments/WCMS_107727/lang--en/index.htm)

21 For instance: ESIA (Environmental and Social Impact Assessment) and ESMP (Environmental and Social Management Plans).

22 For instance: ESIA (Environmental and Social Impact Assessment) and ESMP (Environmental and Social Management Plans).



## FORM TECH – 8

### Covenant of Integrity

“We declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners or sub-contractors, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Conduct (as defined below) in connection with the tendering process or in the execution or supply of any works, goods or services for [*specify the contract or tender invitation*] (the “Contract”) and covenant to so inform you if any instance of any such Prohibited Conduct shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

We shall, for the duration of the tender process and, if we are successful in our tender, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

We declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners or sub-contractors, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, (i) is listed or otherwise subject to EU/UN Sanctions and (ii) in connection with the execution or supply of any works, goods or services for the Contract, will act in contravention of EU/UN Sanctions. We covenant to so inform you if any instance shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

If (i) we have been, or any such director, employee, agent or joint venture partner, where this exists, acting as aforesaid has been, convicted in any court or sanctioned by any authority of any offence involving a Prohibited Conduct in connection with any tendering process or provision of works, goods or services during the five years immediately preceding the date of this Covenant, or (ii) any such director, employee, agent or a representative of a joint venture partner, where this exists, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Conduct, or (iii) we have been, or any of our directors, employees, agents or joint venture partners, where these exist, acting as aforesaid has been excluded or otherwise sanctioned by the EU Institutions or any major Multi-lateral Development Bank (including World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank) from participation in a tendering procedure on the grounds of Prohibited Conduct, we give details of that conviction, dismissal or resignation, or exclusion below, together with details of the measures that we have taken, or shall take, to ensure that neither this company nor any of our directors, employees or agents commits any Prohibited Conduct in connection with the Contract [give details if necessary].

We acknowledge that if we are subject to an exclusion decision by the European Investment Bank (EIB), we will not be eligible to be awarded a contract to be financed by the EIB.

We grant [indicate the name of the Project Promoter], the European Investment Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right to inspect and copy our books and records and those of all our sub-contractors under the Contract. We accept to preserve these

books and records generally in accordance with applicable law but in any case for at least six years from the date of tender submission and in the event we are awarded the Contract, at least six years from the date of substantial performance of the Contract.”

We remain,

Yours sincerely,

---

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

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

Address: {insert the authorized representative’s address}

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

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

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

For the purpose of this Covenant, Prohibited Conduct has the meaning provided in the EIB’s Anti-Fraud Policy18., available at EIB’s Anti-Fraud Policy for definitions (<http://www.eib.org/infocentre/publications/all/anti-fraud-policy.htm>).

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

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

*FIN-4 Reimbursable expenses*

---

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

---

{Location, Date}

To:  
The Coordinator  
National Authorising Office of the European Development Fund  
Ministry of Finance and National Planning  
Plot No. 488a/37/0/1/4,  
Lake Road, Kabulonga  
P.O. Box 50376  
Lusaka, ZAMBIA

---

Dear Sirs:

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

Our attached Financial Proposal is for the amount of *{Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}*, *[Insert “including” or “excluding”]* of all indirect local taxes in accordance with Clause 25.2 in the Data Sheet. The estimated amount of local indirect taxes is *{Insert currency} {Insert amount in words and figures}* which shall be confirmed or adjusted, if needed, during negotiations. *{Please note that all amounts shall be the same as in Form FIN-2}*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions, gratuities or fees paid or to be paid by us to an agent or any other 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 Agent(s)/Other party	Amount and Currency	Purpose
_____	_____	_____
_____	_____	_____

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

---

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

We remain,

Yours sincerely,

---

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

**FORM FIN-2 SUMMARY OF COSTS**

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (16.4 Data Sheet)}
<b>Cost of the Financial Proposal, including</b>				
(1) <b>Remuneration</b>				
(2) <i>[Reimbursables]</i>				
<b><u>Total Cost of the Financial Proposal:</u></b> {Should match the amount in Form FIN-1}				
<b>Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded</b>				
(i) {insert type of tax: e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
<b><u>Total Estimate for Indirect Local Tax:</u></b>				

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

### FORM FIN-3 BREAKDOWN OF REMUNERATION

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

<b>A. Remuneration</b>								
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
<b>Key Experts</b>								
K-1			[Home]					
			[Field]					
K-2								
<b>Non-Key Experts</b>								
N-1			[Home]					
N-2			[Field]					
<b>Total Costs</b>								





---

**Sample Form**

Consultant:  
Assignment:

Country:  
Date:

**Consultant's Representations Regarding Costs and Charges**

We hereby confirm that:

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

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

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

\_\_\_\_\_  
*Date*

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

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



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

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

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

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

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

**FORM FIN-4 BREAKDOWN OF [REIMBURSABLE EXPENSES]**

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

<b>B. [Reimbursable]</b> _____								
N°	Type of [Reimbursable Expenses]	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
—	{e.g., Per diem allowances**}	{Day}		_____				
—	{e.g., International flights}	{Ticket}		_____				
—	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}				_____			
	{ e.g., reproduction of reports}				_____			
	{e.g., Office rent}				_____			
	.....				_____			
	{Training of the Contracting Authority's personnel – if required in TOR}				_____			
Total Costs								

Legend:

## Section 5. Eligible Countries

For the purpose of **ITC6.1**,

The proceeds of any Bank financing shall be used to cover services, provided by Consultant's Experts, from Eligible Countries.

"Eligible Countries" shall mean: All countries of the world .



## Section 6. Bank Policy – Corrupt and Fraudulent Practices

(i) Applicants must also refer to and conform to the EIB Anti-Fraud Policy and the EIB Exclusion Policy. Applicants must refer to the EIB's definition of prohibited conduct as stated in the Covenant of Integrity and confirm that they conform to the requirements.

(ii) Section 1.4 of the EIB GtP states that:

*'It is the Bank's policy to require that promoters as well as tenderers, contractors, suppliers and consultants under Bank financed contracts, observe the highest standards of ethics during the procurement and execution of such contracts. The Bank reserves the right to take all appropriate action in order to enforce this policy.*

*Moreover, the Bank is committed to ensuring that its loans are used for the purposes intended and its operations are free from Prohibited Conduct (including but not limited to fraud, corruption, collusion, coercion, obstruction, money laundering and terrorist financing). See the EIB's Anti-Fraud Policy for definitions:*

<http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm>

*In pursuance of this policy, if it is established to the required standards (in accordance with the EIB's Investigation Procedures) that a project related party (as defined in the EIB's Anti-Fraud Policy) has engaged in Prohibited Conduct in the course of a procurement process or implementation of a contract (to be) financed, the Bank:*

*a) May seek appropriate remediation of the Prohibited Conduct to its satisfaction;*

*b) May declare ineligible such project related party to be awarded the contract; and/or*

*c) May withhold the Bank's no objection to contract award (for contracts subject to prior review in operations outside the EU) and may apply appropriate contractual remedies, which may include suspension and cancellation, unless the Prohibited Conduct has been dealt with to the satisfaction of the Bank.*

*Furthermore, within the framework of its Exclusion Policy, the Bank may declare such project related party ineligible to be awarded a contract under any EIB project or to enter into any relationship with the Bank."*

The Exclusion Policy may be found at:

<https://www.eib.org/en/publications/exclusion-policy.htm>

(iii) In addition Section 1.2 of the EIB GtP states that:

*"Pursuant to its Sanctions Policy, the Bank shall not provide finance, directly or indirectly, to or for the benefit of an individual or entity that is subject to financial sanctions imposed by the EU, either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council on the basis of article 41 of the UN Charter."*

(iv) Consultants must complete and sign the Covenant of Integrity and this must be submitted as part of the Consultants RFP. The Covenant of Integrity is included in Section 5 of this document and can also be obtained from the EIB-GtP (Annex 3) at:

<http://www.eib.org/en/infocentre/publications/all/guide-to-procurement.htm>.

Further, Applicants should note the following:

*It should be noted that, in the Covenant of Integrity, the tenderer is requested to self-declare all sanctions and/or exclusions (including any similar decisions having the effect of imposing conditions on the tenderer or its subsidiaries or to exclude the said tenderer or its subsidiaries, such as temporary suspension, conditional non-exclusion, etc.) imposed by the European institutions or any multilateral development banks (including the World Bank Group, the African Development Bank, the Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank), regardless of the date of issue and the expiration or not of such decisions and of the current status of any sanction and/or exclusion. In this regard, any omission or misrepresentation, made knowingly or recklessly, may be considered as fraud under the EIB Anti-Fraud Policy. Therefore, the Client reserves the right to reject any offer presenting an inaccurate or incomplete Covenant of Integrity, and may cause the rejection of the offer for prohibited conduct.*



## SECTION 7. TERMS OF REFERENCE

### **CONSULTANCY SERVICES FOR A TECHNICAL INVESTIGATION ON THE PREMATURE PAVEMENT FAILURES AND DRAINAGE INFRASTRUCTURE EVALUATION OF THE LOT 1 PORTION OF THE GREAT EAST ROAD (T004) IN EASTERN PROVINCE OF ZAMBIA**

#### **1. BACKGROUND INFORMATION**

The Road Development Agency (RDA) is responsible for the care, maintenance and construction of all public roads and bridges in Zambia. In order for RDA to continue fulfilling its mandate as prescribed by the Public Roads Act No. 12 of 2002, the Agency is periodically re-positioning its operational and project activities in order to respond to the dynamic environment in which it operates. RDA undertakes various construction, rehabilitation and maintenance projects throughout the country and quality control checks are therefore important to ensure value for money and long-term performance of roads. Quality control throughout the project life cycle from planning, design, construction to post-construction stages is directly relatable to the sustainability of road infrastructure.

The Government of the Republic of Zambia (GRZ), through the RDA is embarking on a broad Road Sector Investment Programme (RoadSIP). The key objective of RoadSIP is to construct, maintain, rehabilitate and improve or upgrade roads and road infrastructure. The focus is on improving the Core Road Network (CRN) which has been identified as taking into account such aspects as connectivity (international or provincial linkages), poverty alleviation and agricultural/marketing activities. To support RoadSIP, the Agency implemented the Rehabilitation 360km of the Great East Road (T4) from Luangwa Bridge to Mwami Border between the period September 2013 and December 2018.

The Contracting Authority, on behalf of the Government of the Republic of Zambia (GRZ) was the National Authorising Officer (NAO) of the European Development Fund in the Ministry of Finance and National Planning, while the Implementing Agency was RDA. The Project was financed by grants from the EU and EU Infrastructure Trust Fund and was complemented by GRZ financing through loans from the European Investment Bank (EIB) and the French Development Agency (AFD).

The procurement process followed an open international tendering procedure in compliance with EDF procedures and guidelines. As required by the rules and regulations, prior to signing, the said contracts were vetted and approved for signature by the European Union Delegation (EUD) to the Republic of Zambia and COMESA.

The scope of works involved the Rehabilitation of 245km of the Great East Road (T4) from Luangwa Bridge to Miami Border as follows:

- Lot 1: Luangwa Bridge to Nyimba (99km)

- Lot 2: Sinda via Katete to Mtenguleni (96km)
- Lot 3: Mtenguleni via Chipata City to Mwami Border (50km)

The remaining 115km portion of the road from Nyimba to Sinda was executed under a different contract through a loan by the GRZ from the African Development Bank (AfDB).

The implementation of the Project faced some technical challenges in terms of the apposite quality of the road in some sections during and after project handover. Some portions of particularly Lot 1 of the road developed premature failures which among others included bleeding, shoving, cracking, potholes, pumping, flooding, drainage failures and rutting. These failures have resulted in increased costs for both the road users and the sector manifesting in the form of increased travel time for road users and additional costs for unplanned maintenance/rehabilitation works.

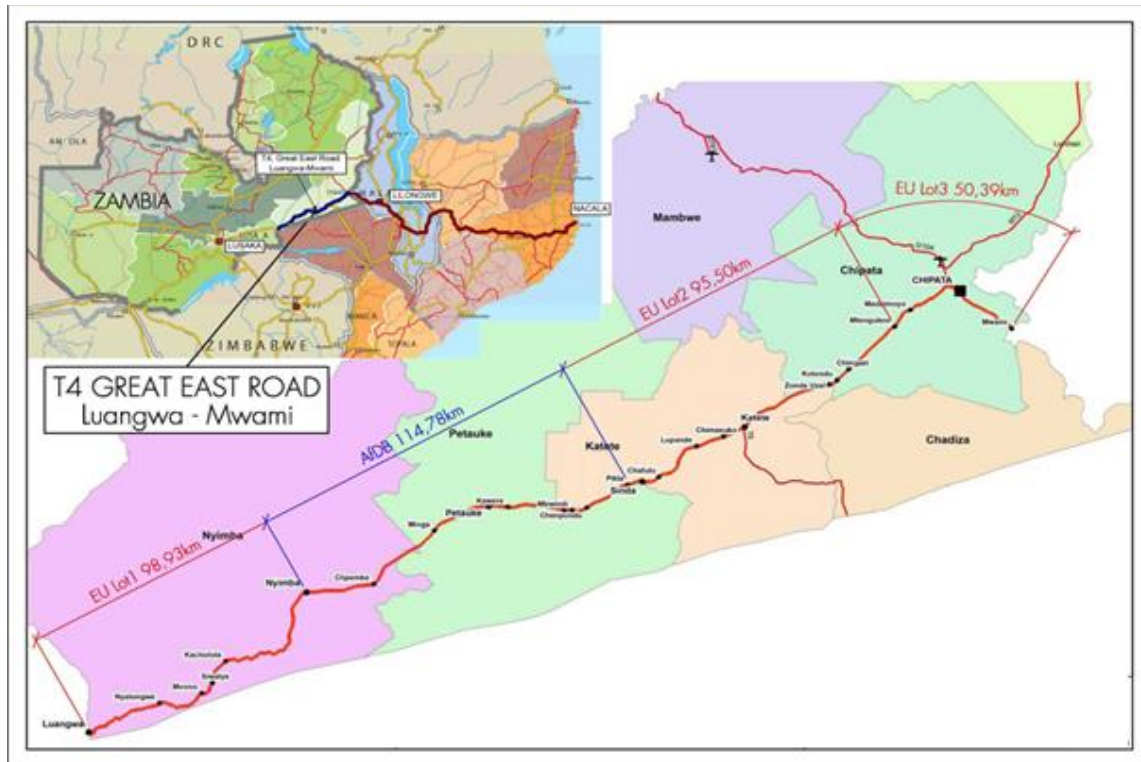
In view of the above, the Contracting Authority (NAO) requires the services of an eligible FIRM to provide Consultancy Services for the Premature Pavement Failures and Drainage infrastructure Evaluation of Sections of the Lot 1 portion of the Great East Road (T004) in Eastern Province of Zambia. At threshold level the project seeks to establish (through a structured process) the causes of the pavement failures and accordingly follow through with the most appropriate cost-effective solutions (on a whole-life cycle basis) to ensure satisfactory pavement and drainage infrastructure performance aligned with the design-life of the road. RDA will be the Implementing Agency.

Overall, the assignment is expected to answer, among others, the following questions:

- Was the Contractor compliant to the terms of the contract drawings and the specifications in the execution of the works?
- Were the original pavement designs and specifications adequate for current purposes in respect of long-term performance?
- What are the particular conditions that are associated with failures on certain parts of the road while other sections are performing adequately?
- In respect of risk management, were the assumptions made by Supervisor (RDA) and Supervisor's Representative (SR) in respect of the design reasonable to ensure long-term pavement performance?

## 1.1 LOCATION MAP

Figure 1 shows the location of the Project Road from Luangwa Bridge to Mwami Boarder with the subject stretch for Lot 1 being the first 99km from Luangwa Bridge to Nyimba.



**Figure 1: Location Map**

## 1.2 VISUAL ASSESSMENTS ON THE STATE OF DETERIORATION OF THE ROAD BY RDA

As of September 2021, the total measured area requiring immediate attention was estimated to be 10,000 square metres. The sections with structural defects will require reworking the base and wearing course.

- |                         |  |
|-------------------------|--|
| Km 0+000 to Km 57+300*  | <ul style="list-style-type: none"> <li>● Surface and Structural Defects</li> <li>● Defects included bleeding, rutting, shoving, pumping, crocodile cracking and isolated potholes.</li> <li>● Predominant defects were bleeding, rutting and shoving.</li> <li>● Shoving was predominant in the outer wheel path of both the east bound and west bound lanes.</li> </ul> |
| Km 57+800 to Km 98+800* | <ul style="list-style-type: none"> <li>● Surface failures which included bleeding and rutting.</li> </ul>  |

\* The visual assessments started from Luangwa Bridge (pegged as Km 0+000) to Nyimba at Nyimba Bridge (Km 98+800)

Based on the visual assessment, the RDA observed that most of the defects on the entire road were related to surface defects which may lead to further rapid pavement deterioration if not

attended to timely and structural defects which may need immediate attention as they impact on serviceability and road safety.

It was recommended that a detailed analysis of the integrity of the pavement be carried out; these ToRs seek to take a step further to allow for detailed tests and analyses to be carried out on this section of the road beyond the visual assessments done by the RDA.

Below are some pictures showing the extent of premature pavement failures on the road:



Shoving, crocodile cracking & potholes @Km 22+200



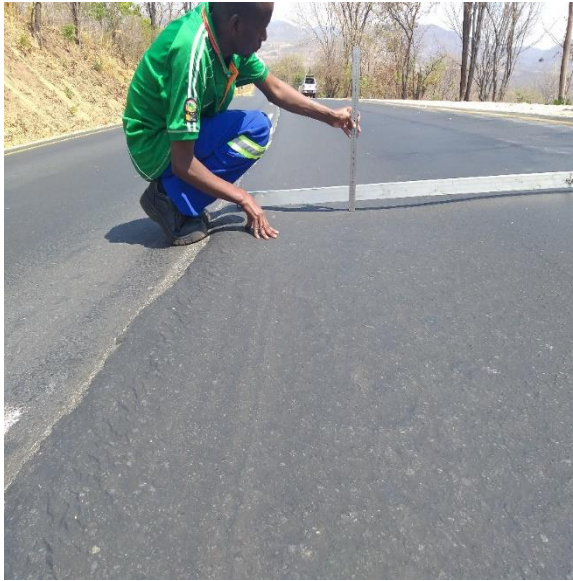
crocodile cracking, pumping & pothole @Km 25+700



Pothole, crocodile cracking & pumping @ Km 30+000



Shoving @ Km 47+800



Bleeding &amp; severe rutting @ Km 65+700



Bleeding &amp; rutting @ Km 72+400



Rutting/bleeding

Further, the Contracting Authority had previously (in 2020) engaged two experts to investigate the adequacy of drainage infrastructure on Lot 1 following a culvert wash-away at Km44 at Kacholola. This was a short-term (10-day) exercise where the experts recommended that a detailed study be executed to assess all the drainage installations on the subject portion of road.

## 2. OBJECTIVES OF THE ASSIGNMENT

The aim is to identify the failure mechanisms and causes of premature pavement failures on Lot 1- Luangwa Bridge to Nyimba (98 Km) through a detailed pavement evaluation analysis, and make appropriate recommendations aimed at reducing such failures on future projects. Further, the assignment shall be extended to include an assessment of the adequacy of drainage infrastructure on the road.

The aim has been broken down into the following specific objectives;

1. To determine and investigate the nature, extent, types and causes of premature failures on the road.
  - Assessment & categorization of premature pavement failures on the road.
  - An assessment of the adequacy of the drainage infrastructure on the road.
2. Determination of the remaining serviceable life of the pavement.
3. Assessment of the adequacy of the mix-design of the asphalt concrete.
4. An assessment of the adequacy of the quality control measures by the supervising-consultant and the RDA.
5. Review of the current form/mode of specifications applied and identifying possible areas of weaknesses in relation to quality achievement.
6. Systematic training to RDA and other stakeholders on the outcomes of this technical-investigation.
7. To recommend evidence-based changes to the planning, implementation and management of pavements to avoid occurrence and recurrence of premature pavement failures (Quality control regime subdivided into each phase of the project lifecycle including allotting responsibility).

### **3. SCOPE OF THE SERVICES**

The Consultant will coordinate the Project so as to ensure that the aim and objectives of the assignment are met, and the results/recommendations produced are usable on a practical level.

The services shall include but not limited to:

- Pavement and drainage infrastructure performance studies and benchmarking
  - Detailed Pavement investigations comprising both destructive and non-destructive testing
- Hydraulic and hydrological investigations
- Identifying and recommending solutions
- Review of project related technical information including project /progress reports, design reports etc.

### **4. RESPONSIBILITIES, FACILITIES AND RESOURCES TO BE PROVIDED BY THE CONTRACTING AUTHORITY**

The Contracting Authority will make available to the Consultant all relevant reports and data such as the progress reports, design reports, contracts, raw data (if available), technical reports,

tender dossiers, etc. The Consultants shall be fully responsible for the structured analysis, interpretation and use of the aforementioned materials.

Other key functions to be performed by the Contracting Authority include;

- Liaison with Government entities and other relevant stakeholders as required to facilitate the consultant's assignment in accordance with these ToRs.
- Access to the project site and other related areas in respect of the project.
- Invitation of stakeholders to participate in the review meetings and workshops.
- Nominate a dedicated RDA professional to coordinate the implementation of the project.

## **5. RESPONSIBILITIES, FACILITIES AND RESOURCES TO BE PROVIDED BY THE TECHNICAL-EXPERTS**

The consultant shall carry out the assignment in conformity with sound and well established principles and procedures using reasonable skill and care. The consultant shall assign sufficient suitably qualified staff for completion of the study within the specified time schedule. Other key functions to be performed by the consultant shall include but not limited to:

- Provision of own office accommodation and office services.
- Be responsible for his staff in respect of all airfares, subsistence and transportation.
- Provide accommodation, subsistence and transport for the consultant's team.
- Provide for transportation for movement during the course of the assignment.
- Provide office equipment and secretarial services
- Provide Laptops, printers & other related accessories
- Provide communication facilities

Information obtained in the course of this assignment shall not be divulged or passed on to any person not connected to this assignment except by express permission from the client.

## **6. DUTY STATION**

The assignment is both field and office based. The duty station of the work shall be Lusaka-Zambia. The Contracting Authority shall not provide office space to the consultant.

## **7. DURATION**

The proposed duration of the assignment is six (6) months. These services shall be procured under the National Authorizing Office (NAO) of the European Development Fund (EDF) using EDF Procedures and RDA will be the Implementing Agency.

## 7.1 TIME SCHEDULE

The Consultant shall commence the services for the Technical Investigation on the Premature Pavement Failures and Drainage Infrastructure Evaluation of the Lot 1 Portion of the Great East Road (T004) in Eastern Province of Zambia within 30 calendar days after effectiveness of the Contract.

## 8. CONSULTANT'S PERSONNEL

The Consultant shall provide key staff to carry out the services as follows;

Table 1: Consultant's Personnel

Position	Expected Period of Employment
Team Leader/Materials Engineer	6.0 months
Pavement Engineer	4.0 months
Hydrologist /Drainage Engineer	3.0 months
<b>TOTAL</b>	<b>13.0 months</b>

Any variation to this establishment shall be subject to negotiations with the Contracting Authority. The estimated duration for the project is **6.0 calendar months** with an estimated staff input of **13.0 person-months**. The Consultant shall provide the aforementioned key staff to carry out the services. Comprehensive CVs are required for all the positions.

## 9. KEY EXPERTS' QUALIFICATIONS AND COMPETENCES FOR THE ASSIGNMENT

The team should include the following key professional staff:

Table 2: Key Experts' Qualifications and Competence

POSITION	QUALIFICATIONS
Team Leader/Materials Engineer	<ul style="list-style-type: none"> <li>➤ A minimum of a master's degree in Highways/Pavement/Civil Engineering or a related field with a minimum of 15 years' practical experience in soils and road construction materials testing both in the laboratory and in the field.</li> <li>➤ A higher post-graduate qualification will be an added advantage.</li> <li>➤ Proven Project Management skills and an ability to deliver consultancy assignments in the road sector.</li> <li>➤ Proven expertise in the review of pavement performance.</li> <li>➤ A minimum of 10 years' experience in road design.</li> <li>➤ The candidate must have served as a Team Leader in Highways design on at least 2 projects in the last 10 years. He/She shall be a registered member of a recognized professional body.</li> <li>➤ He/She shall be required to register to practice in Zambia by an appropriate body such as the Engineering Institution of Zambia (E.I.Z), the Engineering Registration Board (Eng.R.B.), or similar professional bodies, ONLY after signature of the Services Contract by the successful Consultant.</li> </ul>



POSITION	QUALIFICATIONS
	<ul style="list-style-type: none"> <li>➤ Research skills including data collection, analysis, research-outcomes management and reporting.</li> <li>➤ Excellent communication and presentation skills.</li> <li>➤ Appropriate training experience</li> <li>➤ Proof of Academic and Professional certificates must be attached.</li> <li>➤ Fluency in the English language</li> </ul> <p><b>6 person-months.</b></p>
Pavement Engineer	<ul style="list-style-type: none"> <li>➤ A minimum of a masters’ degree in Highways/Pavement/materials engineering or a related field with a minimum of 10 years’ practical experience in soils and road construction materials testing both in the laboratory and in the field in respect of flexible pavement design.</li> <li>➤ A higher post-graduate qualification will be an added advantage.</li> <li>➤ Proven expertise in distress detection on roads.</li> <li>➤ A minimum of 10 years’ experience in road design and development of pavement design guidelines.</li> <li>➤ He/She shall be required to register to practice in Zambia by an appropriate body such as the Engineering Institution of Zambia (E.I.Z), the Engineering Registration Board (Eng.R.B.), or similar professional bodies, ONLY after signature of the Services Contract by the successful Consultant.</li> <li>➤ Research skills including data collection, analysis, research-outcomes management and reporting.</li> <li>➤ Excellent communication and presentation skills.</li> <li>➤ Appropriate training experience</li> <li>➤ Proof of Academic &amp; Professional certificates must be attached.</li> <li>➤ Fluency in the English language</li> </ul> <p><b>4 person-months.</b></p>
Hydrologist /Drainage Engineer	<ul style="list-style-type: none"> <li>➤ He/She shall have a minimum of a Bachelor’s Degree in Hydrology or Civil Engineering (any higher qualifications in a relevant field will be an added advantage) with a minimum of 10 years’ experience in similar assignments and responsibilities.</li> <li>➤ He/She shall have specific experience in the design of highway drainage structures and in carrying out hydrological studies for bridge design purposes.</li> <li>➤ He/she shall possess at least five years’ experience in similar assignments.</li> <li>➤ He/She shall be required to register to practice in Zambia by an appropriate body such as the Engineering Institution of Zambia (E.I.Z), the Engineering Registration Board (Eng.R.B.), or similar professional bodies, ONLY after signature of the Services Contract by the successful Consultant.</li> <li>➤ Excellent communication and presentation skills.</li> <li>➤ Proof of Academic &amp; Professional certificates must be attached.</li> <li>➤ Fluency in the English language</li> </ul> <p><b>3 person-months.</b></p>

Backstopping costs are considered to be included in the fee rates for the key staff.

## 10. MONITORING OF OCCUPATIONAL HEALTH AND SAFETY

The Consultant shall observe occupational health and safety requirements on site.

## 11. DELIVERABLES, REPORTS AND PAYMENT SCHEDULE

The payments under this Contract shall be made in lump-sum installments upon submission and approval by the Contracting Authority of the deliverables specified below;

Table 3: Payment Schedule

S/N	Deliverables	Timelines (Months)	% of Lump-sum Contract Price
1	Inception Report <ul style="list-style-type: none"> <li>➤ Details on the consultant’s understanding of the task</li> <li>➤ Methodology to be employed for the assignment.</li> <li>➤ Schedule of activities</li> <li>➤ Internal quality assurance system</li> <li>➤ Status of the Consultant’s mobilization</li> <li>➤ Risk Management Plan: Risk and mitigation measures</li> </ul>	1	15
2	Interim Report <ul style="list-style-type: none"> <li>➤ Revised time schedule</li> <li>➤ Data collection</li> <li>➤ Review of the road design, standards &amp; specifications</li> <li>➤ Review construction technologies and methodology</li> <li>➤ Material investigations and testing</li> <li>➤ Pavement evaluations</li> <li>➤ Analysis of results</li> </ul>	2	15
3	Stakeholders peer review <ul style="list-style-type: none"> <li>➤ Conference for 30-experts</li> <li>➤ Presentation of findings</li> <li>➤ Document proceedings, discussions and comments</li> </ul>	4	15
4	Draft Final Report	5	25
5	Final Report	6	30

In addition to the above, the Consultant should provide brief monthly progress reports to the Contracting Authority to ensure acceptable progress on the project.

For each of the stages aligned with a deliverable, eight (8) hard copies and two (2) electronic copies (CD/DVD/USB drive) of respective-reports shall be submitted to the RDA Head Office while an additional two (2) hard copies shall be submitted to the Eastern Province RDA Regional Manager’s Office. The Contracting Authority will provide comments within 10-working days of receipt of the documents. The client shall approve all reports and submissions within 10-working days of submission.

All information, data and reports obtained from the RDA and other Governemnet entities for the execution of the services by Consultant shall be properly reviewed and analyzed by the Consultant. The responsibility of interpretation and the correctness of such data shall rest with the Consultant. All such information, data and reports shall be treated as confidential and shall remain the property of RDA or the respective Governemnet entity.

The Consultant's arrangements for all necessary office, living accommodation, equipment, vehicles, supplies, surveys, investigations and testing as well as unskilled/semi-skilled labour shall be planned for and accordingly priced for by the consultant. The Consultant will make own arrangement for all other services, including secretarial services and drawing office, deemed necessary for the proper execution of the services and its timely completion.

The Consultant shall maintain close liaison with RDA so that the scale and the direction of the consultancy is continuously monitored.

## **12. INSTITUTIONAL REPORTING REQUIREMENTS**

The consultant will for administrative convenience report to the Coordinator, National Authorizing Office (NAO) of the European Development Fund, Ministry of Finance and National Planning.

## **13. COORDINATION WITH THIRD PARTIES**

The Consultant shall ensure that all parties involved and aligned with these services are informed about the developments on site relevant to their respective authority and competences. Representative of public utilities, traffic management/police, local government and water management bodies shall be invited from time to time to meetings and whenever necessary special coordination meetings shall be convened.

## **14. CONSULTANT'S REPRESENTATIVE**

The Consultant shall provide a representative nominated as the Project Manager to be responsible for the administration and supervision of the services. The Project Manager may appoint staff who will act as directed by and under the supervision of the Consultant. The Consultant shall notify in writing the Contracting Authority the duties and limitations of the authority delegated to such staff.

The Consultant must however submit signed statements of exclusivity and availability (using the template included with the tender submission form TECH-6), one for each of the staff purpose of which are as follows:

- The key experts proposed by the tenderer in the submission shall not be part of any other submissions from other tenderers on this tender.
- Each key expert must also undertake to be available, able and willing to work for all the period foreseen for his/her input during the implementation of the contract as indicated in the Terms of reference and/or in the Organisation and methodology.
- Membership to professional bodies **MUST** be included.

Any expert who is engaged in an RDA-financed project, where the input from his/her position in that contract could be required on the same dates as his/her activities under this contract must not be proposed as a key expert for this contract under any circumstances. Consequently, the dates included by a key expert in his/her statement of exclusivity and availability in your tender must not overlap with dates on which he/she is committed to work on any other contract or tender.

If a key expert has been proposed by more than one tenderer with the agreement of the key expert, the corresponding tenders may be rejected. Further, the tender maybe rejected if a key expert proposed has been involved in the preparation and/or identification of the project and the expert concerned will be excluded from this tender procedure and may also be subject to exclusion from other RDA financed contracts.

In cases where a key expert will not be available at the expected start of his/her activities, the corresponding tender may be rejected and the expert concerned will be excluded from this tender and might be subject to exclusion from other RDA tenders and contracts.

## **15. RECORDS**

The Consultant shall:

- Maintain orderly files for correspondence, reports of site meetings, as well as Consultant's clarifications and interpretations of the contract documents, progress reports and other related documents.
- Keep a diary or log book, recording site activities carried-out, weather conditions, list of visiting officials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.

**PART II**

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

**HARMONIZED STANDARD FORM OF  
CONTRACT**

**Consultant's Services**

Time-Based

## Contents

<b>Preface</b> .....	89
<b>I. Form of Contract</b> .....	91
<b>II. General Conditions of Contract</b> .....	93
<b>A. General Provisions</b> .....	93
1. Definitions.....	93
2. Relationship Between the Parties.....	94
3. Law Governing Contract.....	95
4. Language.....	95
5. Headings .....	95
6. Communications .....	95
7. Location .....	95
8. Authority of Member in Charge .....	95
9. Authorized Representatives .....	95
10. Corrupt and Fraudulent Practices.....	95
<b>B. Commencement, Completion, Modification and Termination of Contract</b> .....	96
11. Effectiveness of Contract.....	96
12. Termination of Contract for Failure to Become Effective.....	96
13. Commencement of Services .....	96
14. Expiration of Contract.....	96
15. Entire Agreement.....	96
16. Modifications or Variations .....	96
17. Force Majeure .....	97
18. Suspension .....	98
19. Termination.....	98
<b>C. Obligations of the Consultant</b> .....	<b>100</b>
20. General .....	100
21. Conflict of Interests.....	101
22. Confidentiality .....	102
23. Liability of the Consultant .....	102
24. Insurance to be Taken out by the Consultant.....	102
25. Accounting, Inspection and Auditing .....	103
26. Reporting Obligations.....	103
27. Proprietary Rights of the Contracting Authority in Reports and Records .....	103
28. Equipment, Vehicles and Materials .....	104
<b>D. Consultant’s Experts and Sub-Consultants</b> .....	<b>104</b>
29. Description of Key Experts.....	104
30. Replacement of Key Experts .....	104
31. Approval of Additional Key Experts .....	105
32. Removal of Experts or Sub-consultants.....	105
33. Replacement/ Removal of Experts – Impact on Payments.....	105
34. Working Hours, Overtime, Leave, etc. ....	105
<b>E. Obligations of the Contracting Authority</b> .....	<b>106</b>
35. Assistance and Exemptions.....	106
36. Access to Project Site.....	107

37. Change in the Applicable Law Related to Taxes and Duties.....	107
38. Services, Facilities and Property of the Contracting Authority .....	107
39. Counterpart Personnel.....	107
40. Payment Obligation .....	108
<b>F. Payments to the Consultant .....</b>	<b>108</b>
41. Ceiling Amount.....	108
42. Remuneration and [Reimbursable Expenses] .....	108
43. Taxes and Duties.....	109
44. Currency of Payment .....	109
45. Mode of Billing and Payment .....	109
46. Interest on Delayed Payments.....	110
<b>G. Fairness and Good Faith .....</b>	<b>111</b>
47. Good Faith .....	111
<b>H. Settlement of Disputes .....</b>	<b>111</b>
48. Amicable Settlement.....	111
49. Dispute Resolution.....	111
<b>I. Eligibility .....</b>	<b>89</b>
Attachment 1: Bank’s Policy – Corrupt and Fraudulent Practices .....	111
III. Special Conditions of Contract .....	113
IV. Appendices .....	121
Appendix A – Terms of Reference .....	121
Appendix B - Key Experts.....	122
Appendix C – Remuneration Cost Estimates.....	123
Appendix D – [Reimbursable Expenses] Cost Estimates .....	125
Appendix E - Form of Advance Payments Guarantee.....	126





## Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Contracting Authority and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 (Bank's Policy – Corrupt and Fraudulent Practices); the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including Attachment 1, shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

**CONTRACT FOR CONSULTANT’S SERVICES  
Time-Based**

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

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

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

**between**

\_\_\_\_\_  
*[Name of the Contracting Authority]*

**and**

\_\_\_\_\_  
*[Name of the Consultant]*

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

## 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 Contracting Authority or Recipient or Beneficiary]* (hereinafter called the “Contracting Authority”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Contracting Authority”) 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 Contracting Authority for all the Consultant’s obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the “Consultant”).]*

#### WHEREAS

- (a) the Contracting Authority 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 Contracting Authority 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 Contracting Authority has received *[or has applied for]* a loan *[or credit or grant or financing]* from the European Investment Bank: toward the cost of the Services and intends to apply a portion of the proceeds of this *[loan/credit/grant/financing]* to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Contracting Authority and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the *[loan/credit/grant/financing]* agreement, account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations/; and (iii) no party other than the Contracting Authority shall derive any rights from the *[loan/credit/grant/financing]* agreement or have any claim to the *[loan/credit/grant/financing]* proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract (including Covenant of Integrity and Environmental and Social Covenant)
  - (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: Form of Covenant of Integrity
    - Appendix G: Form of Environmental and Social Covenant

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

2. The mutual rights and obligations of the Contracting Authority 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 Contracting Authority 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 Contracting Authority]*

\_\_\_\_\_  
*[Authorized Representative of the Contracting Authority – name, title and signature]*

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

\_\_\_\_\_  
*[Authorized Representative of the Consultant – name and signature]*

**[Note:** 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 Guidelines” means *[insert the title of applicable policy/guidelines]*
  - (b) “Applicable Law” means the laws and any other instruments having the force of law in the Contracting Authority’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.
  - (c) “Bank” means the European Investment Bank, as the context may require.
  - (d) “Borrower *[or Recipient or Beneficiary]*” means the Government, Government agency or other entity that signs the financing *[or loan/credit/grant/project]* agreement with the Bank.
  - (e) “Contracting Authority” means *[the implementing/ executing agency]* that signs the Contract for the Services with the Selected Consultant.
  - (f) “Consultant” means a legally-established professional consulting firm or entity selected by the Contracting Authority to provide the Services under the signed Contract.
  - (g) “Contract” means the legally binding written agreement signed between the Contracting Authority and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
  - (h) “Day” means a working day unless indicated otherwise.
  - (i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

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

- |   |   |
|---|---|
| <b>3. Law Governing Contract</b>            | 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.   |
| <b>4. Language</b>                          | 4.1. This Contract has been executed in the language specified in the <b>SCC</b> , which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.  |
| <b>5. Headings</b>                          | 5.1. The headings shall not limit, alter or affect the meaning of this Contract.  |
| <b>6. Communications</b>                    | <p>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 <b>SCC</b>.</p> <p>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 <b>SCC</b>.</p> |
| <b>7. Location</b>                          | 7.1. The Services shall be performed at such locations as are specified in <b>Appendix A</b> hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Contracting Authority may approve.  |
| <b>8. Authority of Member in Charge</b>     | 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the <b>SCC</b> to act on their behalf in exercising all the Consultant's rights and obligations towards the Contracting Authority under this Contract, including without limitation the receiving of instructions and payments from the Contracting Authority.   |
| <b>9. Authorized Representatives</b>        | 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Contracting Authority or the Consultant may be taken or executed by the officials specified in the <b>SCC</b> .   |
| <b>10. Corrupt and Fraudulent Practices</b> | 10.1. The Bank requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in <b>Attachment 1</b> to the GCC.   |
| <b>a. Commissions and Fees</b>              | 10.2. The Contracting Authority requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection  |

process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

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

- |  |  |
|--|--|
| <b>11. Effectiveness of Contract</b>                               | 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Contracting Authority’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.   |
| <b>12. Termination of Contract for Failure to Become Effective</b> | 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.  |
| <b>13. Commencement of Services</b>                                | 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.  |
| <b>14. Expiration of Contract</b>                                  | 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.  |
| <b>15. Entire Agreement</b>  | 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.   |
| <b>16. Modifications or Variations</b>                             | 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.<br><br>16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required. |



## 17. Force Majeure

- a. Definition**
- 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- b. No Breach of Contract**
- 17.4. The failure of a Party to 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 Contracting Authority, 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 Contracting Authority, 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 48 & 49.

**18. Suspension**

- 18.1. The Contracting Authority 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  
Contracting  
Authority**

- 19.1.1 The Contracting Authority 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 Contracting Authority 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 49.1;
- (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 Contracting Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 Furthermore, if the Contracting Authority determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practices, in competing for or in executing the Contract, then the Contracting Authority 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 Contracting Authority, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Contracting Authority fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 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 Contracting Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
- (d) If the Contracting Authority 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 Contracting Authority 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 (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 Contracting Authority, 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 Contracting Authority 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 42;
  - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

## C. OBLIGATIONS OF THE CONSULTANT

### 20. General

- a. Standard of Performance** 20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Contracting Authority, and shall at all times support and safeguard the Contracting Authority'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 Contracting Authority. 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 Contracting Authority’s country when
- (a) as a matter of law or official regulations, [*the Borrower’s/ Beneficiary’s*] country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 20.6 The Contracting Authority shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
- 21. Conflict of Interests**
- 21.1 The Consultant shall hold the Contracting Authority’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- a. Consultant Not to Benefit from Commissions, Discounts, etc.**
- 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) 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 Contracting Authority on the procurement of goods, works or services, the Consultant shall comply with the Bank’s Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Contracting Authority. Any discounts or commissions obtained by the Consultant in the exercise of such procurement

responsibility shall be for the account of the Contracting Authority.

- 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, unless otherwise indicated in the SCC.
- 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 Contracting Authority, 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 Contracting Authority, 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 Contracting Authority, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Contracting Authority's request, shall provide evidence to the Contracting Authority showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

- 25. Accounting, Inspection and Auditing**
- 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.)
- 26. Reporting Obligations**
- 26.1 The Consultant shall submit to the Contracting Authority 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 Contracting Authority 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 Contracting Authority in the course of the Services shall be confidential and become and remain the absolute property of the Contracting Authority. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Contracting Authority, 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 Contracting Authority.
- 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 Contracting Authority's prior written approval to such agreements, and the Contracting Authority 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 Contracting Authority, or purchased by the Consultant wholly or partly with funds provided by the Contracting Authority, shall be the property of the Contracting Authority and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Contracting Authority an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Contracting Authority's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Contracting Authority in writing, shall insure them at the expense of the Contracting Authority in an amount equal to their full replacement value.
- 28.2 Any equipment or materials brought by the Consultant or its Experts into the Contracting Authority'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.

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

**29. Description of Key  
Experts**

- 29.1 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**.
- 29.2 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 Contracting Authority, 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 41.2.
- 29.3 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 Contracting Authority and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment.

**30. Replacement of  
Key Experts**

- 30.1 Except as the Contracting Authority may otherwise agree in writing, no changes shall be made in the Key Experts.
- 30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall



forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

**31. Approval of Additional Key Experts**

31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Contracting Authority for review and approval a copy of their Curricula Vitae (CVs). If the Contracting Authority 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 Contracting Authority.

**32. Removal of Experts or Sub-consultants**

32.1 If the Contracting Authority finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Contracting Authority determine that Consultant's Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice while performing the Services, the Consultant shall, at the Contracting Authority's written request, provide a replacement.

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

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

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

33.1 Except as the Contracting Authority 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.

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

34.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Contracting Authority's country, experts carrying out Services inside the Contracting Authority'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 Contracting Authority's country as is specified in **Appendix B**.

34.2 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.

- 34.3 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 CONTRACTING AUTHORITY**

### **35. Assistance and Exemptions**

- 35.1 Unless otherwise specified in the SCC, the Contracting Authority 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 Contracting Authority'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 Contracting Authority's country according to the applicable law in the Contracting Authority'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 Contracting Authority's country, of bringing into the Contracting Authority'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**.
- 36. Access to Project Site**
- 36.1 The Contracting Authority 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 Contracting Authority 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.
- 37. Change in the Applicable Law Related to Taxes and Duties**
- 37.1 If, after the date of this Contract, there is any change in the applicable law in the Contracting Authority'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 41.1
- 38. Services, Facilities and Property of the Contracting Authority**
- 38.1 The Contracting Authority 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.
- 38.2 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 41.3.
- 39. Counterpart Personnel**
- 39.1 The Contracting Authority shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Contracting Authority with the Consultant's advice, if specified in **Appendix A**.
- 39.2 If counterpart personnel are not provided by the Contracting Authority to the Consultant as and when specified in **Appendix A**, the Contracting Authority 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

Contracting Authority to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39.3 Professional and support counterpart personnel, excluding Contracting Authority'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 Contracting Authority shall not unreasonably refuse to act upon such request.

**40. Payment  
Obligation**

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

**F. PAYMENTS TO THE CONSULTANT**

**41. Ceiling Amount**

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

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

41.3 For any payments in excess of the ceilings specified in GCC41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

**42. Remuneration  
and  
Reimbursable  
Expenses**

42.1 The Contracting Authority 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.

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

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

42.4 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.

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

#### **43. Taxes and Duties**

43.1 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.

43.2 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 Contracting Authority on behalf of the Consultant.

#### **44. Currency of Payment**

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

#### **45. Mode of Billing and Payment**

45.1 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 Contracting Authority 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 Contracting Authority 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 Contracting Authority shall have approved in writing. The advance payments will be set off by the Contracting Authority 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 Contracting Authority, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 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 reimbursable expenses separately.

- (c) The Contracting Authority shall pay the Consultant's invoices within sixty (60) days after the receipt by the Contracting Authority 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 Contracting Authority 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 Contracting Authority. The Services shall be deemed completed and finally accepted by the Contracting Authority and the final report and final invoice shall be deemed approved by the Contracting Authority as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Contracting Authority unless the Contracting Authority, 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 Contracting Authority 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 Contracting Authority within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Contracting Authority for reimbursement must be made within twelve (12) calendar months after receipt by the Contracting Authority of a final report and a final invoice approved by the Contracting Authority 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.

**46. Interest on Delayed Payments**

- 46.1 If the Contracting Authority had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 45.1 (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**

### **47. Good Faith**

47.1 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**

### **48. Amicable Settlement**

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

48.2 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 49.1 shall apply.

### **49. Dispute Resolution**

49.1 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.

## **I. ELIGIBILITY**

### **50. Eligibility**

50.1 The proceeds of any Bank's financing shall be used to cover services, provided by Consultant's Experts, from Eligible Countries.

"Eligible Countries" shall mean: all countries of the world

Consultant's Experts from non-Eligible Countries offering services are not eligible, even if they offer these from Eligible Countries. Any waiver to this rule will be in accordance with the relevant Articles Establishing the European Investment Bank.





### III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1b and 3.1	<b>The Contract shall be construed in accordance with the law of the Republic of Zambia</b>
4.1	<b>The language is: English</b>
6.1 and 6.2	<p><b>The addresses are:</b></p> <p>Contracting Authority:</p> <p><b>National Authorising Office of the European Development Fund Ministry of Finance Plot No. 488a/37/0/1/4 Lake Road, Kabulonga P.O. Box 50376 Lusaka, ZAMBIA</b></p> <p><b>Telephone No.:+260-211 250874/250828 Email: infra@nao.gov.zm</b></p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state “N/A”; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]</i></p> <p><b>The Lead Member on behalf of the JV is _____</b> _____ <i>[insert name of the member]</i></p>
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Contracting Authority:</b> <i>Ms. Chasiya Kazembe – Coordinator and DNAO</i></p> <p><b>For the Consultant: <i>[name, title]</i> _____</b></p>
11.1	<b>The effectiveness conditions are the following:</b>

	<p><b>Approval of Final Contract by the Attorney General and the European Investment Bank; and</b></p> <p><b>Signature of the Form of Contract by both Parties</b></p>
<b>12.1</b>	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p>The time period shall be: <b>120 days</b></p>
<b>13.1</b>	<p><b>Commencement of Services:</b></p> <p><b>The number of days shall be : Thirty (30)</b></p> <p>Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Contracting Authority in writing as a written statement signed by each Key Expert.</p>
<b>14.1</b>	<p><b>Expiration of Contract:</b></p> <p><b>The time period shall be <u>Six (6) months</u></b></p>
<b>21 b.</b>	<p><b>The Contracting Authority reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</b></p> <p>Yes</p>
<b>23.1</b>	<p>The following limitation of the Consultant’s Liability towards the Contracting Authority can be subject to the Contract’s negotiations:</p> <p>“Limitation of the Consultant’s Liability towards the Contracting Authority:</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 Contracting Authority’s property, shall not be liable to the Contracting Authority:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds <i>one</i> 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 applicable law in the Contracting Authority's country</p> <p><u>[Notes to the Contracting Authority and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Contracting Authority and discussed with the Bank prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the following:</u></p> <p>To be acceptable to the Contracting Authority, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Contracting Authority, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and <i>[reimbursable expenses]</i>. <u>A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Contracting Authority.</u> Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.</p> <p>The Contracting Authority does not accept a provision to the effect that the Contracting Authority shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Contracting Authority to the extent permissible by the applicable law.</p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of full value of the contract;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Contracting Authority's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of US\$25, 000, Kwacha equivalent;</p> <p>(c) Third Party liability insurance, with a minimum coverage of US\$200, 000, Kwacha equivalent;</p> <p>(d) Contracting Authority'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 Contracting Authority's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p>

	(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
<b>27.1</b>	The Consultant shall not use any applicable documents and software for purposes unrelated to this contract without the prior written approval of the Contracting Authority
<b>42.3</b>	N/A
<b>43.1 and 43.2</b>	<p>The Contracting Authority warrants that the Consultant, the Sub-Consultants and the Personnel shall be exempt from (or that the Contracting Authority shall pay on behalf of the Consultant, the Sub-Consultants and the Personnel, or shall reimburse the Consultant, the Sub-Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Contracting Authority's country), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Contracting Authority'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;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Contracting Authority and which is treated as property of the Contracting Authority;</p> <p>(d) any property brought into the Contracting Authority's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Contracting Authority'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 Contracting Authority's country, provided that:</p> <p style="padding-left: 40px;">(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Contracting Authority's country in importing property into the Contracting Authority's country; and</p> <p style="padding-left: 40px;">(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Contracting Authority'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</p>

	<p>conformity with the regulations of the Contracting Authority’s country, or (b) shall reimburse them to the Contracting Authority if they were paid by the Contracting Authority at the time the property in question was brought into the Contracting Authority’s country.</p>
<b>44.1</b>	<b>The currency [currencies] of payment shall be the following: EURO</b>
<b>45.1(a)</b>	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) The advance payment will be set off by the Contracting Authority in equal installments against the statements for the first 12 months of the Services until the advance payment has been fully set off.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency (ies) of the advance payment.</p>
<b>45.1(e)</b>	<p><b>The accounts are:</b></p> <p>for foreign currency: <i>[insert account]</i>. for local currency: <i>[insert account]</i>.</p>
<b>46.1</b>	<p><b>The interest rate is:</b></p> <p>On Foreign Currency Payments: LIBOR plus 2% On local Currency payments: Bank of Zambia lending rate plus 1%</p>
<b>49.</b>	<p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></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 <i>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne,</i></p>

	<p><i>Switzerland</i> 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 Contracting Authority 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 <i>the International Chamber of Commerce, Paris</i>.</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 by <i>the International Chamber of Commerce, Paris</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 [<i>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government’s country. For the purposes of this Clause, “home country” means any of:</p> <p>(a) the country of incorporation of the Consultant or</p> <p>(b) the country in which the Consultant’s principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant’s 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"><li>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>Zambia</i></li><li>(b) the <i>English</i> language shall be the official language for all purposes; and</li><li>(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.</li></ul>





## **IV. Appendices**

### **APPENDIX A – TERMS OF REFERENCE**

**APPENDIX B - KEY EXPERTS**

*The Consultant shall be required to provide the following Key Personnel*

**Table 7-1: Key Staff Time Input**

<b>S/N</b>	<b>Key Personnel</b>	<b>Person-Months</b>
1	Team Leader/Materials Engineer	6.0
2	Pavement Engineer	4.0
3	Hydrologist /Drainage Engineer	3.0
<b>Total person-Months</b>		<b>13.0</b>

**1. 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.}*

**Model Form I**  
**Breakdown of Agreed Fixed Rates in Consultant’s Contract**

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

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

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

*1 Expressed as percentage of 1*

*2 Expressed as percentage of 4*

*\* If more than one currency, add a table*

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

\_\_\_\_\_  
*Date*

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

**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**

[*Note: See Clause GCC 45.1 (a) and SCC 45.1(a)*]

**Bank Guarantee for Advance Payment**

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

**Beneficiary:** \_\_\_\_\_ [*Name and Address of Contracting Authority*]

**Date:** \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

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 \_\_\_\_\_ with you, 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 \_\_\_\_\_ [*amount in figures*] (\_\_\_\_\_) [*amount in words*] is to be made against an advance payment guarantee.

At the request of the Consultant, we \_\_\_\_\_ [*name of bank*] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ [*amount in figures*] (\_\_\_\_\_) [*amount in words*]<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Contract.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made full repayment of the amount of the advance payment, or on the \_\_\_ day of \_\_\_\_\_, 2\_\_\_\_,<sup>2</sup>

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

<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Employer 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 Employer 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

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, 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.*

---

year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."





**APPENDIX F - FORM OF COVENANT OF INTEGRITY**

*{Insert the filled in form of the Covenant of Intergrity. The form shall be based on [Form Tech-7] of the Consultant's Proposal.}*

**APPENDIX G - FORM OF ENVIRONMENTAL AND SOCIAL COVENANT**

*{Insert the filled in form of the Environmental and Social Covenant. The form shall be based on [Form Tech-8] of the Consultant's Proposal.}*