



RWANDA TRANSPORT DEVELOPMENT AGENCY

P.o.Box 6674 Kigali
KG 563 St., Queen's Land House, 1st Floor
Email: info@rtda.gov.rw
KIGALI

LEA International Ltd Canada in JV with LEA Associate South Asia PTV Ltd, India
LEA Associates South Asia Pvt Ltd/LEA International Ltd.
B-1/E-27, Mathura Road, Mohan Co-Operative Industrial Estate, New-Delhi 110 044, India.
Tel: 91-11-41678150, Fax: 91-11-26971062, 41678659
Email: lasa@lasaindia.com
Website: www.lasaindia.com
LEA International Ltd
Suite 900,625 Cochrane Drive, Markham, ON, L3R 9R9, Canada
Fax: 001-9054700030; Tel: 001-9054700015
Email: leainternational@lea.ca
Website: www.lea.ca

SMEC Head Office
220-226 Sharp Street
Cooma NSW 2630, Australia
Tel: +61 2 6452 0222
Website: www.smec.com
Regional Office, East Africa (T)
Plot No. 191, Uganda Avenue/Mzinga Way Road, Oyster Bay
P.O. Box 105866
Dar es Salaam, Tanzania
Tel: +255 22 260 1596/7 |
E-mail: Nasser.harrasy@smec.com

Environmentalistes sans Frontiers Consultants (ESF Consultants) Woodlands Office Park,
East African Regional office, Woodlands Office Park. P.O Box 7745 00100, Nairobi Kenya |
Tel. 254 20 387 6512/237 7121 |
Cell phone. +254 736 100 205/6 |
www.esfconsultants.org

TECHNIPLAN and BEP & Ingénieurs-Conseils
Via Guido d'Arezzo, 14 -00198 Rome, ITALY
Tel. +39 06 85350880
Fax +39 06 85354044
E-mail: techniplan@gmail.com
Or
P.O Box Prestige building 2nd Floor Avenue Poids Lourds, Gikondo P.O Box 1541 Kigali, RWANDA
Tel.: +25(0) 788306907
E-mail: shamukiga@bepingenieursconseils.com

8

GIBB (Pty) Ltd in Association with Demacon
Market Studies
Johannesburg
GIBB Building, 54 Maxwell
Drive, Jukskei View Ext 7,
Wood mead North, 2191
P.O Box 2700, Rivonia 2128
Tel: +27 11 519 4600;
Fax: +27 11 807 5670
Web: www.gibb.co.za

VOYANT SOLUTIONS PRIVATE
LIMITED in Association with HICE
Consult as Sub-Consultants
403, 4th Floor, Park Centra, Sector 30,
NH-8 Gurgaon-122001, Haryana, India.
Phone: +91124598200/222
Fax: +911244019051
Email: info@voyants.in or
hiceconsult@gmail.com
Web: www.voyants.in

**Subject : CONSULTANCY SERVICE FOR") SOCIAL AND ECONOMIC
IMPACT STUDY FOR CONSTRUCTION OF KIVU -BELT ROAD
PROJECT (RE-ISSUE)
*Request for proposals***

Dear Madam/Sir,

1. The Republic of Rwanda (hereinafter called "Borrower") "has received" financing from "the African Development Fund (ADF) (hereinafter called the Bank) towards the cost of Multinational (Burundi-Rwanda) road project (Mugina-Mabanda-Lake Nyanza and Rubavu-Gisiza) and facilitate transport on the north-south corridor-phase III, Audit account for lot7: RUBAVU-GISIZA road project, the Borrower intends to apply a portion of the funds to eligible payments under the Contract for which this Request for Proposals is issued.
2. The Rwanda Transport Development Agency (RTDA) now invites proposals to provide the following consulting services (hereinafter called "Services"): **social and economic impact study for construction of Kivu -belt road project**. More details on the Services are provided in the attached Terms of Reference.
3. This Request for Proposals (RFP) has been addressed to the above 6 shortlisted Consultants selected based on the request of the expression of interest dated 28th July 2016:
4. It is not permissible to transfer this invitation to any other firm.
5. A firm will be selected under Quality and Cost Based Selections (QCBS) procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the policies of the Bank detailed in the *Rules and Procedures for the Use of Consultants* – which can be found at the following website: www.afdb.org.

§

6. 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)

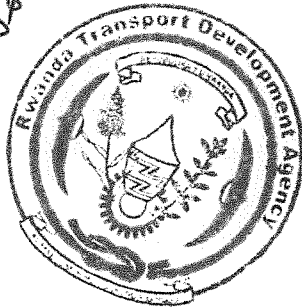
7. Please inform us in writing at:
 - RWANDA TRANSPORT DEVELOPMENT AGENCY**
 - P.O Box 6674 Kigali-Rwanda**
 - KG 563 St./Kacyiru, Queen's Land House, 1st Floor**
 - Email: procurement@rtda.gov.rw**
 - Cc : info@rtda.gov.rw**

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

Sincerely,



Guy M. KALISA
Director General



SELECTION OF CONSULTANTS

**REQUEST FOR PROPOSALS
(RE-ISSUED)**

RFP No.:/S/2017-2018-QCBS/SPIU/RTDA-AfDB

Selection of Consulting Services for:
CONSULTANCY SERVICE FOR SOCIAL AND ECONOMIC IMPACT STUDY FOR CONSTRUCTION OF KIVU -BELT ROAD PROJECT (RE-ISSUED)

Client: RWANDA TRANSPORT DEVELOPMENT AGENCY (RTDA)

Country: RWANDA

**Project: MULTINATIONAL (BURUNDI-RWANDA) ROAD PROJECT (MUGINA-MABANDA-
LAKE NYANZA AND RUBAVU-GISIZA) AND FACILITATE TRANSPORT ON THE NORTH-
SOUTH CORRIDOR-PHASE III**

Issued: April, 2018



Preface

This Request for Proposals ("RFP") has been prepared by Rwanda Transport Development Agency (RTDA) and is based on the Standard Request for Proposals ("SRFP") issued by the African Development Bank ("the Bank"), dated May, 2013.

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.

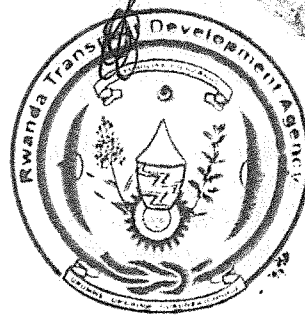


TABLE OF CLAUSES

PART I.....4

Section 1. Letter of Invitation4

Section 2. Instructions to Consultants and Data Sheet7

A. General Provisions7

 1. Definitions.....7

 2. Introduction8

 3. Conflict of Interest.....9

 4. Unfair Competitive Advantage.....10

 5. Corrupt and Fraudulent Practices10

 6. Eligibility10

B. Preparation of Proposals.....11

 7. General Considerations.....11

 8. Cost of Preparation of Proposal11

 9. Language.....11

 10. Documents Comprising the Proposal11

 11. Only One Proposal.....12

 12. Proposal Validity.....12

 13. Clarification and Amendment of RFP.....13

 14. Preparation of Proposals - Specific Considerations.....13

 15. Technical Proposal Format and Content14

 16. Financial Proposal.....14

C. Submission, Opening and Evaluation.....14

 17. Submission, Sealing, and Marking of Proposals.....14

 18. Confidentiality.....16

 19. Opening of Technical Proposals16

 20. Proposals Evaluation16

 21. Evaluation of Technical Proposals.....17

 23. Public Opening of Financial Proposals17

 24. Correction of Errors17

 25. Taxes18

 26. Conversion to Single Currency18

 27. Combined Quality and Cost Evaluation.....18

D. Negotiations and Award.....18

 28. Negotiations.....18

 29. Conclusion of Negotiations19

 30. Award of Contract20

E. Data Sheet21

Section 3. Technical Proposal - Standard Forms27

Section 4. Financial Proposal - Standard Forms39

Section 5. Eligible Countries46

Section 6. Bank Policy - Corrupt and Fraudulent Practices46

Section 7. Terms of Reference48

PART II57

Section 8. Conditions of Contract and Contract Forms57



PART I

Section 1. Letter of Invitation

RFP No./S/2017-2018-QCBS/SPIU/RTDA-AfDB

Loan/Credit/Grant/Financing No. 2100155023017

Kigali, 10/01/2018

Dear Sir/ Madam,

1. The Republic of Rwanda (hereinafter called "*Borrower*") "has received" financing from "the African Development Fund (ADF) (hereinafter called the Bank) towards the cost of Multinational (Burundi-Rwanda) road project (Mugina-Mabanda-Lake Nyanza and Rubavu-Gisiza) and facilitate transport on the north-south corridor-phase III, consultancy service for social and economic impact study for construction of Kivu -belt road project RUBAVU-GISIZA road project, the Borrower intends to apply a portion of the funds to eligible payments under the Contract for which this Request for Proposals is issued.
2. The Rwanda Transport Development Agency (RTDA) now invites proposals to provide the following consulting services (hereinafter called "*Services*"): **social and economic impact study for construction of Kivu -belt road project**. More details on the Services are provided in the attached Terms of Reference.
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:

i. LEA International Ltd Canada in JV with LEA Associate South Asia PTV Ltd,

India

B-1/E-27, Mathura Road,
Mohan Co-Operative Industrial Estate,
New Delhi 110 044, India
Tel: 91-11-41678150
Fax: 91-11-26971062, 41678659
Email: lasa@lasaindia.com
Website: www.lasaindia.com

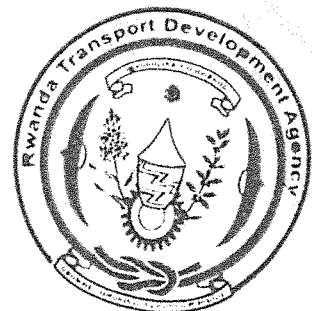
ii. Environmentalists Sans Frontiers Consultants (ESF Consultants) Woodlands

Office Park,

East African Regional office
Woodlands Office
Park. P.O Box 7745 00100, Nairobi Kenya |
Tel. 254 20 387 6512/ 237 7121 |
Cell phone. +254 736 100 205/6 |
www.esfconsultants.org

iii. GIBB (Pty) Ltd in Association with Demacon Market Studies

Johannesburg
GIBB Building, 54 Maxwell



Drive, Jukskei View Ext 7,
Wood mead North, 2191
P.O Box 2700, Rivonia 2128
Tel: +27 11 519 4600; Fax: +27 11 807 5670
Web: www.gibb.co.za

iv. SMEC

Head Office

220-226 Sharp Street
Cooma NSW 2630, Australia
Tel: +61 2 6452 0222
Website: www.smec.com

Regional Office, East Africa (T)
Plot No. 191, Uganda Avenue/Mzinga Way Road, Oyster Bay
P.O. Box 105866
Dar es Salaam, Tanzania
Tel: +255 22 260 1596/7 |
E-mail: Nasser.harrasy@smec.com

v. TECHNIPLAN and BEP & Ingénieurs-Conseils

Via Guido d'Arezzo, 14 -00198 Rome, ITALY
Tel. +39 06 85350880
Fax +39 06 85354044
E-mail: techniplan@gmail.com

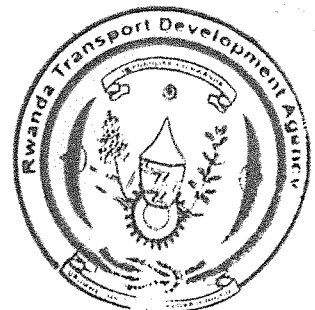
Or

P.O Box Prestige building 2nd
Floor Avenue Poids Lourds,
Gikondo P.O Box 1541
Kigali, RWANDA
Tel.: +25(0) 788306907
E-mail: shamukiga@bepingenieursconseils.com

**vi. VOYANT SOLUTIONS PRIVATE LIMITED in Association with HICE Consult
as Sub-Consultants**

403, 4th Floor, Park Centra, Sector 30, NH-8 Gurgaon-122001, Haryana, India.
Phone: +91124598200/222
Fax: +911244019051
Email: info@voyants.in or hiceconsult@gmail.com
Web: www.voyants.in

4. It is not permissible to transfer this invitation to any other firm.
5. A firm will be selected under Quality and Cost Based Selections (QCBS) procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the policies of the Bank detailed in the *Rules and Procedures for the Use of Consultants* - which can be found at the following website: www.afdb.org.
6. 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)

7. Please inform us in writing at the address below, or by E-mail:
- (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).

ADDRESS:

RWANDA TRANSPORT DEVELOPMENT AGENCY

P.O Box 6674 Kigali-Rwanda

KG 563 St./Kacyiru, Queen's Land House, 1st Floor

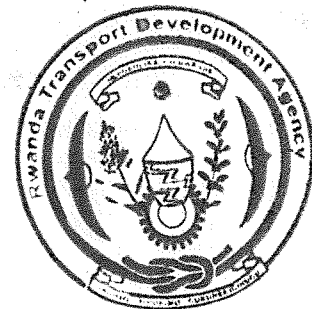
Email: procurement@rtda.gov.rw

Cc: info@rtda.gov.rw

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

Yours sincerely,

Guy M. KALISA
Director General

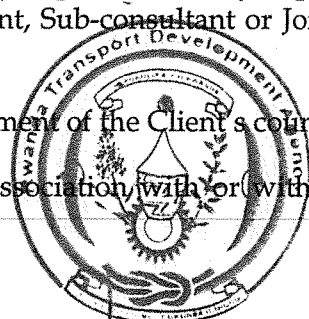


Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

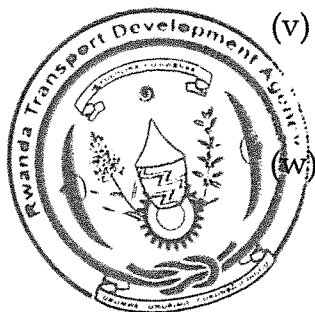
1. Definitions

- (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 African Development 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 Client's country, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.
- (d) "Bank" means the African Development Bank, the African Development Fund and the Nigeria Trust Fund as the context may require.
- (e) "The Government of Rwanda" means the Government, Government agency or other entity that signs the financing *loan and grant* agreement with the Bank.
- (f) "Client" means RTDA 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 Client under the Contract.
- (h) "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (j) "Day" means a calendar day.
- (k) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (l) "Government" means the government of the Client's country.
- (m) "Joint Venture (JV)" means an association with or without a legal



personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

- (n) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.
 - (o) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the 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 Client 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 Client for the selection of Consultants, based on the SRFP.
 - (t) "SRFP" means the Standard Request for Proposals, which must be used by the Client 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 Client during the performance of the Contract.
- "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 Client and the Consultant, and expected results and deliverables of the assignment.



2. Introduction

- 2.1 The Client named in the Data Sheet intends to select a Consultant from those listed in the 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 Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

3. Conflict of Interest

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

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

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

a. Conflicting activities

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

b. Conflicting assignments

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

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the [Borrower or the Client 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 Client shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practices

5.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Section 6.

5.2 In further pursuance of this policy,

Consultant shall permit the Bank to inspect all accounts, records and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Bank.

6. Eligibility

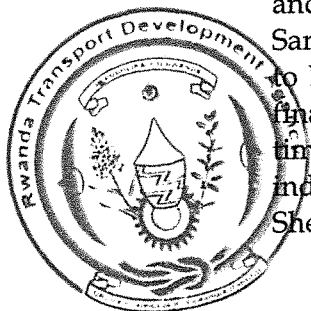
6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as stated in Section 5 to offer consulting services for Bank-financed projects.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the African Development Bank in its Rules and Procedures for the Use of Consultants at www.afdb.org.

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

a. Sanctions

6.3.1 A firm or an individual sanctioned by the Bank in accordance with the above Clause 5.1 or in accordance with the Bank's Whistleblowing and Complaints Handling Policy and The Implementation of a Sanctions Process within the African Development shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet.



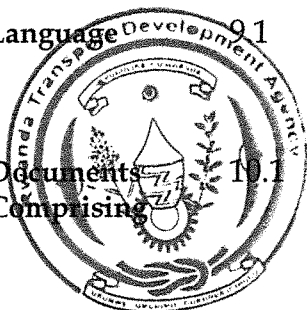
- b. Prohibitions 6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:
- (a) as a matter of law or official regulations, the [Borrower's/Beneficiary's] country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country
- c. Restrictions for 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 Client.
- 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 Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

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

10. Documents Comprising 10.1 The Proposal shall comprise the documents and forms listed in the



the Proposal

Data Sheet.

- 10.2 If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
- 10.3 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

11. Only One Proposal

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

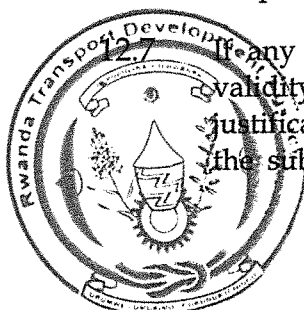
12. Proposal Validity

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

a. Extension of Validity Period

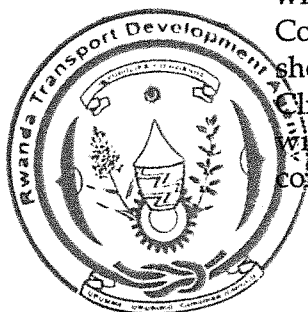
- 12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
- 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at



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 Client together with the substitution request. In such case, a replacement Key Expert

- Validity Extension** 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 Client, such Proposal will be rejected with the prior Bank's no objection.
- c. Sub-Contracting** 12.9 The Consultant shall not subcontract the whole of the Services.
- 13. Clarification and Amendment of RFP** 13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- 13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.
- 13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.
- 13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
- 14. Preparation of Proposals - Specific Considerations** 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:
- 14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If



shortlisted Consultants associate with each other, any of them can be a lead member.

14.1.2 The Client may indicate in the **Data Sheet** the estimated 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 Client's country is provided in the **Data Sheet**.

c. Currency of Proposal

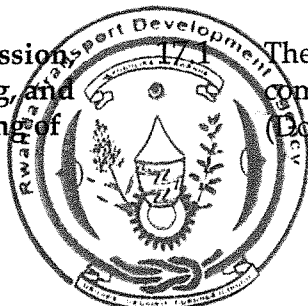
16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

d. Currency of Payment

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

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of



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

Proposals

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.

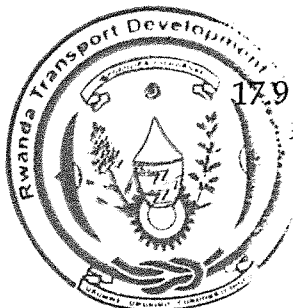
17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "Technical Proposal", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "Do Not Open until [insert the time and date of the technical 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 Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

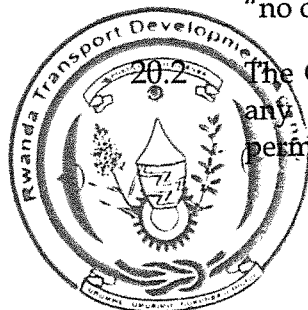
The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this



Handwritten signature and a vertical mark.

deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

- 18. Confidentiality** 18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- 18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank's sanctions procedures.
- 18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it should do so only in writing.
- 19. Opening of Technical Proposals** 19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the 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.



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

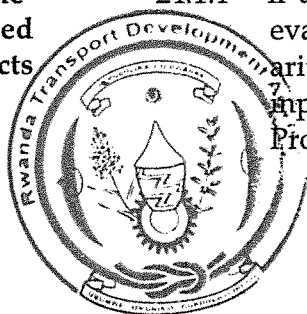
Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

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

- 22.
 - 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 Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (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 Client 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 Client’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 Client’s evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-



[Handwritten signatures and marks]

total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts

24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per 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 Client's country on the remuneration of non-resident Experts for the services rendered in the Client'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 Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availab



The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the

(Handwritten signature and scribbles)

Availability of Key Experts

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 Client proceeding to negotiate the Contract with the next-ranked Consultant.

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

b. Technical negotiations

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

c. Financial negotiations

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

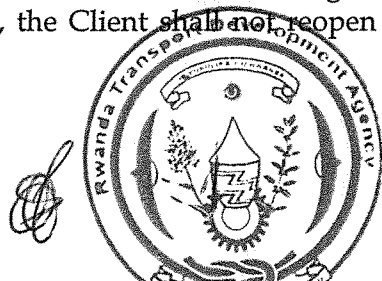
28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

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

29. Conclusion of Negotiations

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

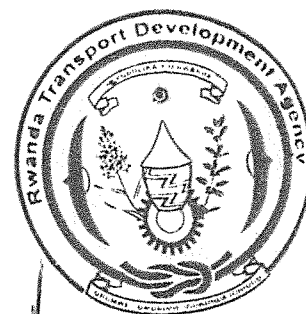
29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing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



30. Award of Contract

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

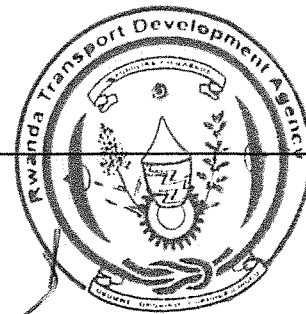
- 30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.



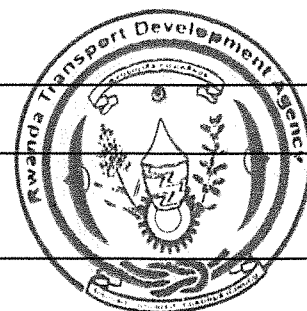
Instructions to Consultants

E. Data Sheet

A. General	
ITC Clause Reference	
1 (c)	Republic of Rwanda
2.1	Name of the Client: Rwanda Transport Development Agency (RTDA) Method of selection: Quality and Cost Based Selection as per Applicable Guidelines: Rules and Procedures for the use of Consultants dated July 2012 available on www.afdb.org
2.2	The name of the assignment is: CONSULTANCY SERVICES FOR SOCIAL AND ECONOMIC IMPACT FOR CONSTRUCTION OF KIVU-BELT ROAD PROJECT Tender No:/S/2017-2018-QCBS/SPIU/RTDA-AfDB
2.3	A pre-proposal conference will be held: No
2.4	<u>N/A</u>
4.1	<u>N/A</u>
6.3.1	The list of debarred firms and individuals is available at the Bank's external website www.afdb.org.
B. Preparation of Proposals	
9.1	This RFP has been issued in the English language. All correspondence exchange shall be in English language.
10.1	The Proposal shall comprise the following: <u>FULL TECHNICAL PROPOSAL (FTP):</u> 1st Inner Envelope with the Technical Proposal: (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-4 (4) TECH-5 (5) TECH-6

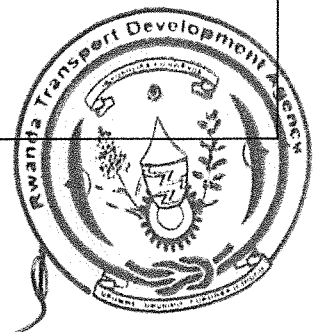


	<p>AND</p> <p>2nd Inner Envelope with the Financial Proposal:</p> <p>(1) FIN-1</p> <p>(2) FIN-2</p> <p>(3) FIN-3</p> <p>(4) FIN-4</p> <p>(1) (5) Statement of Undertaking (if required under Data Sheet 10.2 below)</p>
10.2	<p>Statement of Undertaking is required:</p> <p>No</p>
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is not permissible:</p>
12.1	<p>Proposals must remain valid for 120 calendar days after the proposal submission deadline</p>
13.1	<p>Clarifications may be requested no later than 21 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: RWANDA TRANSPORT DEVELOPMENT AGENCY P.O Box 6674 KG 563 St., Queen's Land House, 1st Floor Email: procurement@rtda.gov.rw <u>KIGALI</u> Cc: info@rtda.gov.rw</p>
14.1.1	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): Yes</p> <p>Or</p> <p>(b) other shortlisted Consultants: No</p> <p>Note: Foreign shortlisted bidders are encouraged to associate (joint-venture) with local consultant.</p>
14.1.2	<p>Estimated input of Key Experts' time-input: 15 man-months</p>
14.1.3 for time-based contracts only	<p>N/A</p>
14.1.4	<p>Estimated total cost of the assignment: N/A</p>
15.2	<p>The format of the Technical Proposal to be submitted is: FTP.</p>
16.1	<p>The list of all costs associated with the assignment are:</p> <p>(1) a per diem allowance, including hotel, for experts for every day of absence</p>

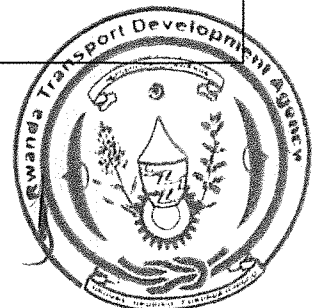


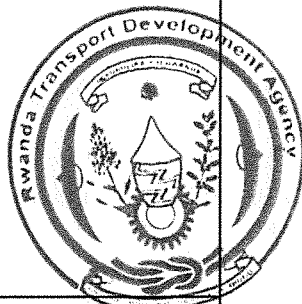
[Handwritten signatures]

	<p>from the home office for the purposes of the Services;</p> <p>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</p> <p>(3) cost of office accommodation, including overheads and back-stop support;</p> <p>(4) communications costs;</p> <p>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</p> <p>(6) cost of reports production (including printing) and delivering to the Client;</p> <p>(7) other allowances where applicable and provisional or fixed sums (if any)]</p>
16.2	<p>A price adjustment provision applies to remuneration rates: No</p>
16.3	<p>Information on the Consultant's tax obligations in the Client's country can be found on the official website of Rwanda Revenue Authority: www.rra.gov.rw</p>
16.4	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>Consultant may express the price for their services in any currency. If the Consultant wishes to express the price as a sum of amounts in different foreign currencies, they may do so, provided the price includes no more than three foreign currencies. The Financial Proposal should state local costs in the Client's country currency (local currency): Yes.</p>
<p>C. Submission, Opening and Evaluation</p>	
17.1	<p>The Consultants shall not have the option of submitting their Proposals electronically.</p>
17.4	<p>The Consultant must submit: (a) Technical Proposal: one (1) original and 3 copies; (b) Financial Proposal: one (1) original and 3 copies.</p>
17.7 and 17.9	<p>The Proposals must be submitted not later than:</p> <p>Date: 04th May, 2018 Time: 10:00 AM, Local time</p> <hr/> <p>The Proposal submission address is: RWANDA TRANSPORT DEVELOPMENT AGENCY P.O Box 6674 KG 563 St., Queen's Land House, 1st Floor <u>KIGALI</u></p>

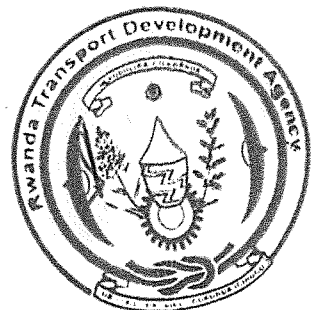


<p>19.1</p>	<p>An online option of the opening of the Technical Proposals is offered: No</p> <p>The opening shall take place at: RWANDA TRANSPORT DEVELOPMENT AGENCY P.O Box 6674 KG 563 St., Queen’s Land House, 1st Floor <u>KIGALI</u></p> <p>Date:04th May, 2018 Time:10:30 AM , Local time</p>
<p>19.2</p>	<p>N/A</p>
<p>21.1 [for FTP]</p>	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p>For the purpose of promoting local firms, associations in form of JV with local firms are encouraged.</p> <p>(i) Specific experience of the Consultant relevant to the Assignment:(10) (ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</p> <ul style="list-style-type: none"> a) Technical approach, methodology and comments on the TOR (10) b) Work plan.....5 c) Organization and staffing.....5 <p style="text-align: right;">Total points for criterion (ii): (20)</p> <p>(iii) Key Experts’ qualifications and competence for the Assignment: Total points for criterion (iii): (60)</p> <p>The number of points to be assigned shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <ul style="list-style-type: none"> 1) General qualifications (general education, training, and experience): 30% 2) Adequacy for the Assignment (relevant education, experience in the sector, similar assignments, international experience, time with the consulting firm) :60% 3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): 10 % <p style="text-align: right;">Total weight: 100%</p> <p>(iv) Participation by nationals among proposed Key Experts (10)</p> <p>Total points for the four criteria: 100</p>



	The minimum technical score (St) required to pass is: 75 %
23.1	An online option of the opening of the Financial Proposals is offered: No
25.2	<p>Taxes: For the purpose of the evaluation, the Consultant shall clearly indicate in the financial proposal prices exclusive of VAT as well as prices inclusive of VAT for locally registered firms. For foreign registered firms, prices shall be quoted inclusive of 15% withholding tax.</p> <p>During evaluation of financial proposals, prices of local firms shall be considered exclusive of VAT, while prices of foreign firms shall be considered inclusive of withholding tax of 15% for comparison purposes.</p> <p>If the financial proposal of the bidder is silent on taxes, the Client shall consider the prices to be inclusive of the applicable taxes.</p>
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: <i>local currency/Rwanda Francs</i></p> <p>The official source of the selling (exchange) rate is: National Bank of Rwanda The date of the exchange rate is: The date of submission of proposals</p>
27.1	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following :</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T= 80 _____ P = 20 _____</p>
	D. Negotiations and Award
28.1	<p>Expected date and address for contract negotiations: Date: July , 2018 Address: RWANDA TRANSPORT DEVELOPMENT AGENCY P.O Box 6674 KG 563 St., Queen's Land House, 1st Floor Email: info@rtda.gov.rw <u>KIGALI</u></p> 
30.1	The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following:

	<p>www.afdb.org, www.devbusiness.com and www.rtda.gov.rw</p> <p>The publication will be done within 14 days after the contract signing.</p>
30.2	<p>Expected date for the commencement of the Services: Date: August, 2018</p>

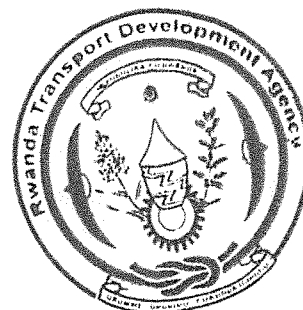


Section 3. Technical Proposal – Standard Forms

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 Client.
√		TECH-3A	A. On the Terms of Reference
√		TECH-3B	B. On the Counterpart Staff and Facilities
√	√	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment
√	√	TECH-5	Work Schedule and Planning for Deliverables
√	√	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)

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



FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert 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.

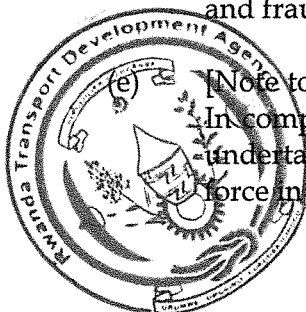
OR

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:

All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.

- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank's policy in regard to corrupt and fraudulent/prohibited practices as per ITC 5.



[Note to Client: Only if required in ITC10.2 (Data Sheet 10.2), include the following: In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.]

- (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.
- (h) We are / are not under sanction by the World Bank, the IADB, EBRD or the AsDB for any action of corruption and fraud in accordance with ITB 3. [If under sanction, please provide details including date of start of sanction and duration].

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.

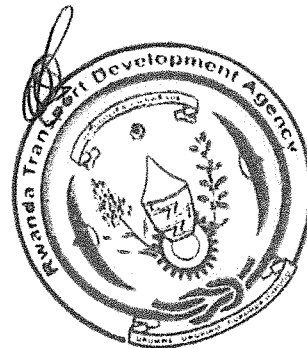
We understand that the Client is not bound to accept any Proposal that the Client receives.

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}



[Handwritten mark]

[Handwritten mark]

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

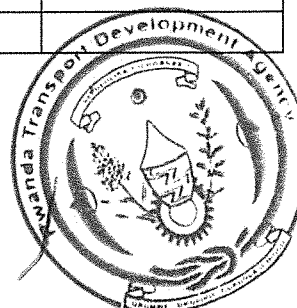
{1. Provide here a brief description of the background and organization of your company, and - in case of a joint venture - of each member for this assignment.}

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last [.....]years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture 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 Client.

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

Handwritten initials and a signature.



FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

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

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

-A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

-B - On Counterpart Staff and Facilities

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



FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

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

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

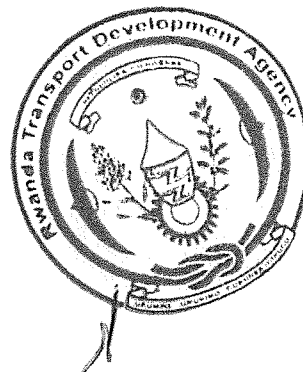
{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
- b) Work Plan

7) 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.}

7) b) Work Plan.{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.c) Organization and Staffing.{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

8



FORM TECH-4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

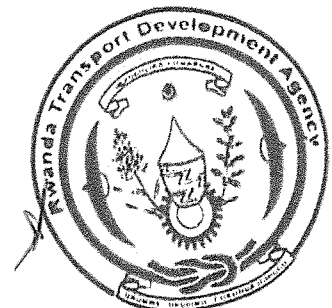
Form TECH-4: a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}

- a) **Technical Approach, Methodology, and Organization of the Consultant's team.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}

- b) **Work Plan and Staffing.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. 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.}

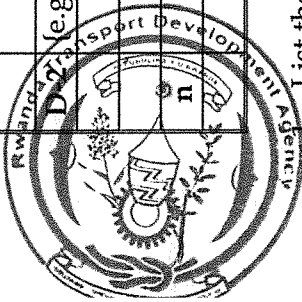
- c) **Comments (on the TOR and on counterpart staff and facilities)**
{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}



FORM TECH-5 (FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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



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

FORM TECH-6 (FOR FTP 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							
KEY EXPERTS																	
	{e.g., Mr.Abbbb}																
K-1	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]												
	[Field]	[0.5 m]	[2.5]	[0]													
K-2																	
Subtotal																	
NON-KEY EXPERTS																	
N-1		[Home]															
		[Field]															
N-2																	



FORM TECH-6
(CONTINUED)

CURRICULUM VITAE (CV)

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

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

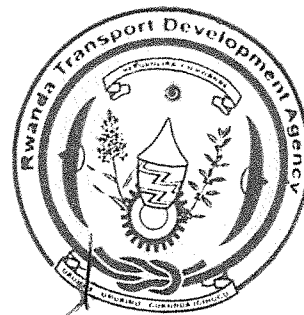
Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization; titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing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

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
[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): _____

(Handwritten signature)



(Handwritten initials)

Adequacy for the Assignment:

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

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

Certification:

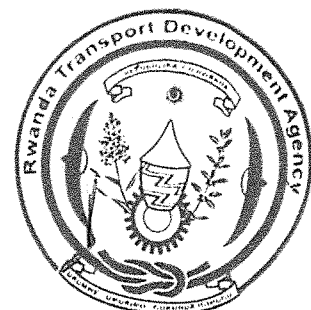
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my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

{day/month/year}

<p>Name of Expert Date</p>	<p>Signature</p>
--------------------------------	------------------

{day/month/year}

<p>Name of authorized Date Representative of the Consultant (the same who signs the Proposal)</p>	<p>Signature</p>
---	------------------

Section 4. Financial Propos-1 - 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.

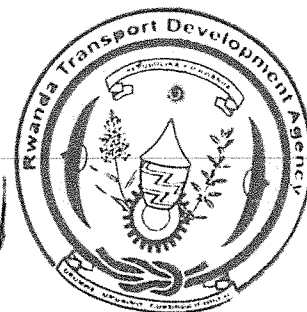
FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 *Reimbursable expenses*

8



FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [Insert "including" or "excluding"] of all indirect local taxes in accordance with 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
_____	_____	_____
_____	_____	_____

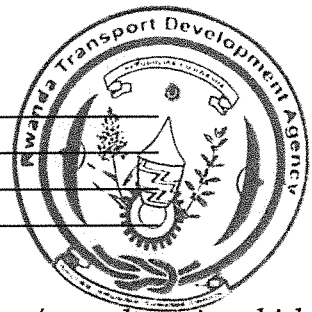
{If no payments are made or promised, add the following statement: "No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, Contract execution."}

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: _____

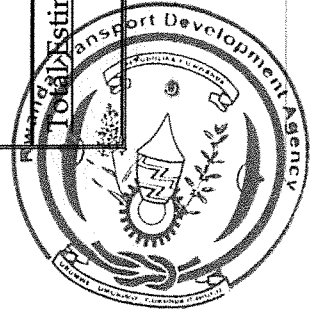


{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{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)}
{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used}				
Cost of the Financial Proposal, including				
(1) Remuneration				
(2) [Reimbursables]				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(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}				
Total Estimate for Indirect Local Tax:				

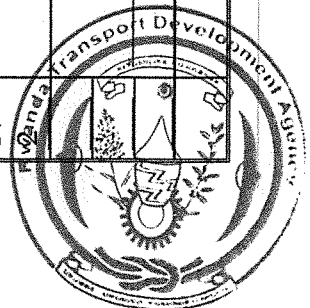
Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).



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 Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

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



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]

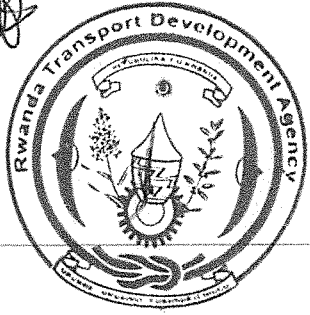
Signature of Authorized Representative

Date

Name: _____

Title: _____

8



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 ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Year	Proposed Fixed Rate per Working Month/Day/Year ¹
	Home Office								
	Client's Country								

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

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



FORM FIN-4 BREAKDOWN OF [REIMBURSABLE EXPENSES]

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

B. [Reimbursable]									
N ^o	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								
	{e.g., Office rent}								
								
	{Training of the Client'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.

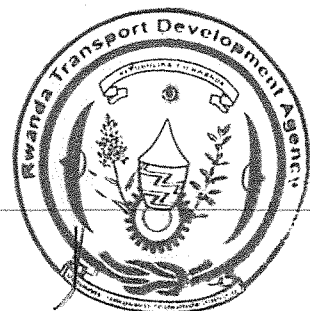
"Eligible Countries" shall mean: (a) in the case of the African Development Bank and the Nigeria Trust Fund, the member countries of the African Development Bank; and (b) in the case of the African Development Fund, any country.

Consultant's Experts and Sub-consultants 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 Articles 17(1)(d) of the Agreement Establishing the African Development Bank and 4.1 of the Agreement Establishing the Nigeria Trust Fund.

In reference to ITC6.3.2, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): _____ [list country/countries following approval by the Bank to apply the restriction or state "none"]

Under the ITC 6.3.2 (b): _____ [list country/countries or indicate "none"]



Section 6. Bank Policy – Corrupt and Fraudulent Practices

[“Notes to the Client”: this section 6 shall not be modified]

It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank Financing), consultants and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts¹. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i“ “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;

(ii“ “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party³ to obtain financial or other benefit or to avoid an obligation.

(iii“ “collusive practice” is an arrangement between two or more parties⁴ designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv“ “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.22(e) below.

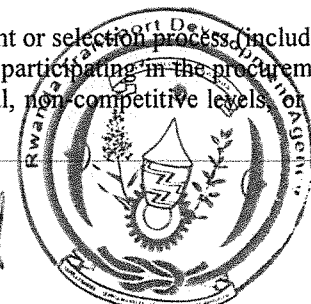
(b) will reject a proposal for award if it determines that the consultant recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors,

¹ In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage, is improper.

²For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context, “public official” includes Bank staff and employees of other organizations taking or reviewing selection decisions

³For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution, and the “act or omission” is intended to influence the selection process or contract execution.

⁴For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish contract prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.



service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question (c) will declare misprocurement and cancel the portion of the Financing allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Financing were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

- (d) will sanction a firm or an individual, at any time, in accordance with prevailing Bank's sanctions procedures⁵, including by publicly declaring such firm or individual ineligible either indefinitely or for a stated period of time, (i) to be awarded a Bank-financed contract; and (ii) to be a nominated⁶ as sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract
- (e) will require that a clause be inserted in the RFP and in contracts financed by the Bank, requiring consultants and their agents, personnel, sub-consultants, sub-contractors, service providers, or suppliers, to permit the Bank to inspect all accounts, records and other documents relating to the submission of proposals and contract performance and to have them audited by auditors appointed by the Bank.

Section 7. Terms of Reference

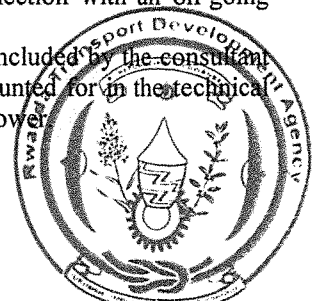
CONSULTANCY SERVICES FOR SOCIAL AND ECONOMIC IMPACT FOR CONSTRUCTION OF KIVU-BELT ROAD PROJECT

1.0 INTRODUCTION

The Governments of the Republic of Rwanda received from the African Development Fund a donation of an equivalent sum Forty-five Millions Fifty thousand units of count (45,050,000 UC), with the aim of the financing of the multinational (BURUNDI/RWANDA) project to develop roads (MUGINA-MABANDA-NYANZA LAC and RUBAVU-GISIZA) and facilitate transport on the north-south corridor, phase III, and intends to apply part of the proceeds for this loan, to procure consultancy services for socio-economic studies of project road. This will require a survey to determine the baseline socio-economic indicators (this identification will be done based on the identified indicators during the project appraisal) to be used for project monitoring and impact evaluation at project completion stage to establish impacts of the road project.

⁵A firm or an individual may be declared ineligible to be awarded a Bank-financed contract (i) upon completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, or otherwise decided by the Bank, and through the application of the Proposal for the Implementation of a Sanctions Process within the African Development Bank; and (ii) as a result of temporary suspension or early temporary suspension in connection with an on-going sanctions proceeding. .

⁶A nominated sub-consultant, supplier, or service provider is one which has been either: (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services, or (ii) appointed by the Borrower



The Multinational (BURUNDI/RWANDA) project to develop roads (MUGINA-MABANDA-NYANZA LAC and RUBAVU-GISIZA) and facilitate transport on the north-south corridor, phase III involves upgrading to bitumen standard of the road starting from Rubavu to Gisiza and it is the last part of Kivu-Belt road Projects. The Kivu Belt road projects are composed by the following roads:

1. Lot 3: Cyangugu-Ntendezi-Mwityazo Road (53 Km) which the construction is completed,
2. Lot 4 and Lot 5: Mwityazo-Ruvumo Road (66 Km) which the construction is completed,
3. Lot 6: Rubengera-Gisiza Road (24 Km) is under construction, and
4. Lot 7: Rubavu-Gisiza Road (48 Km) is under construction.

The socio-economic studies shall be designed to determine socio-economic baseline indicators and establish impacts of the roads upgrading project on the social and economic development of the country and the region. The component shall include a baseline study at the beginning of the project to provide relevant baseline indicators for periodic monitoring and evaluation, a mid-term review with recommendations in order to achieve the desired impacts. At project completion period, a project evaluation shall be conducted to determine the project outcomes and impacts on the production and service sector, institution and social services sector and household sector.

2.0 BACKGROUND INFORMATION

The socio-economic information is a requirement for the project and which should be made available before project implementation period and at project completion stage. The socio-economic indicators determined at baseline should also be evaluated at project completion to establish the impacts associated with the implementation of Kivu-Belt road upgrading project. Due to the causal relationship associated with infrastructure development and its effects on production and service sector, institution and social services sector and household sector are expected. It is further envisaged that this road upgrading project will supposedly impact on economic and social development not only at the macro level but also among the population living along the alignment. Some of the beneficiaries of the project will include tourism operators, export/import and freight operators, manufacturers, traders and generally business community in the region and communities/institutions located along the zones of influence of the road sections.

This assignment is therefore designed to be performed at different levels:-

1. Socio-economic baseline survey to be undertaken before upgrading of the road and shall be aimed at enhancing the capacity of the project to acquire relevant information before the road infrastructure is constructed. During this survey, it will be expected that the zone of project influence and key indicators for the production & service sector, institution & social services sector and household sector are determined.
2. During the roads construction stage, periodic monitoring of the indicators will be undertaken. A mid-term review will be conducted to determine progress on achievement of set targets.
3. At project completion stage, an end term evaluation will be conducted to establish impact of the road project. The baseline indicators and zones of influence will be applied in determination of what has changed in the region following the road infrastructure development project.

To undertake related socio-economic studies for the road upgrading project, Rwanda Transport Development Agency (RTDA) wishes to engage a qualified consulting firm to carryout socio-economic studies: at baseline to provide benchmarks for comparison at the project completion stage, undertake periodic monitoring and an impact evaluation study in order to establish impacts emanating from the road upgrading project.



The purpose of these studies is to provide a systematic approach that shall be used to assess the effects/impacts of road upgrading project over time. Specifically, the baseline studies will provide a point of reference by availing socio-economic information on the situation before interventions are undertaken. This socio-economic baseline information will be used for planning, and for measuring the impacts of interventions after a certain period of time based on established variables/indicators and thresholds. The baseline information will also be useful predicting how the situation would be without interventions as well as in determination of impacts of the road project.

These Terms of Reference present the scope and terms for undertaking the required services. The methodology of the consultant shall be approved by National Institute of Statistics of Rwanda (NISR) prior to start the services by the survey visa. A Survey Visa" is a written authorization granted on request, by the National Institute of Statistics of Rwanda (NISR) to anyone wishing to undertake a statistical survey, stating that the methods to be used are standards, and lead to the production of high quality statistical data.

3.0 OBJECTIVES OF THE ASSIGNMENT

The objective of the assignment is to undertake baseline, monitoring and evaluation of the impact of the road upgrading project on the cross border trade and tourism movement between Rwanda, Burundi and RD Congo and economic and social welfare of the persons in the zone of influence of the corridor. This assignment shall include undertaking socio-economic surveys at baseline, and at project completion phase with a mid-term review of the indicators to monitor the achievements of the desired impact.

The baseline study findings shall be used for planning and for measuring the impacts of the road project upon completion of the project. The Survey at the project completion phase shall be to establish the socio-economic impacts of the road upgrading project.

The specific objectives of the consultancy services are to:

- (i) Establish the project zone of influence of the corridor.
- (ii) Determine the socio-economic indicators within the production & service sector, institution & social services sector and household sector at macro level and among the population living along the alignment.
- (iii) Undertake data collection relating the socio-economic situation between the three countries and along the project road at the start/end of the project.
- (iv) Establish the socio-economic situation and the pre-project behaviour of the population and infrastructure in the project area.
- (v) Establish the indicators for periodic monitoring.
- (vi) Undertake periodic monitoring and mid-term review of the socio-economic situation following the road upgrading project to determine progress on achievements of desired outcomes.
- (vii) Conduct an end term evaluation to establish impacts of the road upgrading project.
- (viii) Establish indicators to be used to monitor employment, income and poverty reduction as well as the opportunity costs for people working on road project.
- (ix) Identify problems (if any) that have the potential to hamper gender balanced participation in the road upgrading project recommend appropriate intervention approaches.

Also see the **Result-based program framework** for the project appraisal report.



4.0 SCOPE OF ACTIVITIES

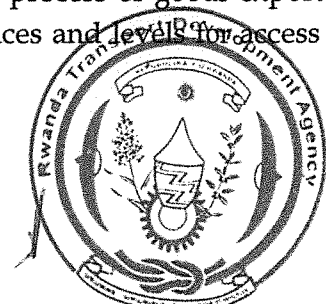
The consultant shall collect and analyse the data prior to the road construction project (baseline) and during the project implementation on trade and tourism activities between Rwanda, Burundi and RD Congo and on economic and social welfare of the persons in the zone of influence of the project.

In order to target the community most likely to be affected, the consultant shall make a geographic delimitation of the zone of influence on both sides of the road that is to be upgraded. This will be used to determine baseline information and impacts of the project. The zones of influence may be different from one locality to another.

The consultant shall collect and make analysis of the data on current socio-economic situation along the project road area and undertake an impact evaluation study at the project completion phase to determine socio-economic impacts as a result of the road project. Based on analysis of the data and findings, the consultant shall recommend measures for mitigation of the existing condition as well as prepare action plan for implementation, undertake periodic monitoring of socio-economic indicators during project implementation phase.

The specific tasks to be carried out by the consultant shall include but not limited to the following:-

- i. To prepare all requirements to get "survey visa" from NISR
- ii. Collect and analyse data on trade and tourism volumes between Rwanda, Burundi and RD Congo,
- iii. Assess the potential socio-economic benefit that could be realised through the implementation of the road construction project as perceived by various stakeholders e.g. roads department, community etc.
- iv. Assess pre-project and post-project status of women and men in the community, total workload, source and magnitude of earnings, family life, health and welfare, investments and expenditure patterns; and establish changes/impacts that may have been attributed to the road construction project at the project completion phase.
- v. Carry out household surveys for determination of both economic and non-economic attributes of the household including the level and characteristics of employment of the household members, the level and sources of wage and non-wage income and by implication of the poverty situation, consumption and marketed surplus, use of transport, demand for institutional service such as health and education, savings and investment, ownership of assets, demographic features and any other household variables that are likely to be affected by the infrastructural improvement.
- vi. Carry out transport service survey including passenger and traffic count with focus on volume of traffic, freight and passenger, seasonal variations in traffic flows, patterns of ownership in the transport sector, transport charges and determine the travel time to education and health facilities.
- vii. Collect and analyse data on transport cost, travel and transit time.
- viii. Assess markets infrastructures and provide information for trade sector likely to have immediate impacts such as locational spread of markets, size of the market in terms of the numbers of buyers and traders; and turnover, physical structure of shops and trade outlets, composition of goods and services traded, level of process of goods exported from and imported into the area, seasonal variations in prices and levels of access to input and to market for output.



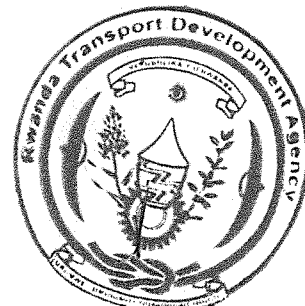
- ix. Collect and analyse data on conditions of the production and service sectors including possible impacts on agricultural production.
- x. Provide village level information on wages of agricultural and non-agricultural labour by peak and slack season, land price according to type and location, interest rate on credit from various sources, irrigation and fertiliser costs by season etc.
- xi. Collect and analyse data on non-farm activities such as consumption prices, diversity in products and services available locally, employment opportunities, level of non-agricultural wages.
- xii. Carry out studies on existing institutional service sector that comprises of health institutions, educational institutions, financial institutions and extension services at the project inception and completion phases; and determine the changes.
- xiii. Develop an inventory of all the banks, health facilities, and educational institutions within the study area and record the size of the clientele per facility, volume of transaction for the banks, services provided, etc.
- xiv. Collect and analyse data on level of staffing and type of services provided by the health facility centres, disease patterns and epidemiological data, level of access to facilities and determine changes at project completion phase.
- xv. Provide information on enrolments and attendance, drop out by gender, teacher retention and other information pertaining to the education institutions and determine changes at project completion phase.
- xvi. Undertake periodic monitoring and mid-term review the socio-economic indicators associated with the road project.
- xvii. Undertake end-term evaluation study to determine the impact realised through implementation of the road project.
- xviii. Assess the changes and impacts on the production and service sector, institution and social services sector and household sector for both economic and non-economic attributes.
- xix. Assess the impact of project on job creation and gender during project implementation phase
- xx. Document baseline report, monitoring reports and impact study report for the road project.

5.0 THE TIME FRAME AND PROPOSED WORK PLAN

This consultancy will be undertaken in stages as follows:-

1. Baseline study shall be reviewed, updated and completed within Two (2) weeks after the contract award,
2. Mid-term review study shall be undertaken and reports submitted two (2) weeks before the actual project mid-term period,
3. Periodic monitoring shall be undertaken annually and data shall be provided One (1) week before the end of the annual period, and
4. The impact study shall be undertaken within the project implementation duration and the report shall be completed and submitted three (3) months before project completion time period.

6.0 CONSULTANT'S PERSONNEL



The period of engagement of the experts will be on intermittent basis. A summary of the estimated key personnel man months is as tabulated in the table below.

Road Safety Period	Inception and Pre-Construction (Man-Months)	During Construction (Man-Months) where applicable	Post-construction and Defects Liability Period (Man-Months)	Total (Man-Months)
Project Director	1	1	1	3
Team Leader (Senior Statistician)	0.5	1	1	2.5
Highway Engineer	0.5	1	1	2.5
Transport Economist	0.5	1	1	2.5
Sociologist	0.5	1	1	2.5
Junior Statistician		1	1	2
			Total	15

The Consultant shall provide the following key professional staff in order to fulfil the objectives of the services and for which he will receive remuneration as specified in the contract document.

In order to execute his obligations the Consultant shall provide qualified key staff for the assignment, and shall prepare a work program and a corresponding manning schedule, showing the timing of activities and the corresponding staff input required for execution of the services. The Consultant shall employ only such key staff whose CVs have been approved by the Client.

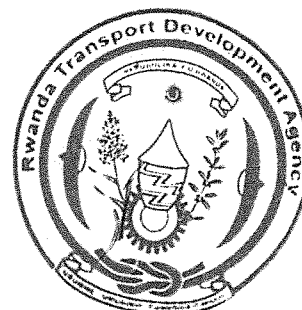
The Consultant must provide in the proposal CVs and copies of highest education certificates for all professional and technical staff. The requirements of the proposed staff for executing the assignments are as follows:

(i) Project Director

He/She must possess BSc. Degree in Civil Engineering or equivalent or related field and with at least twenty (20) years professional experience. He/She must be a Registered Engineer and Registered Consulting Engineer with Engineers Registration Board of Rwanda or equivalent such as Member of the Institution of Civil Engineers.

He/She must have extensive broad experience in highway design works contract administration, evaluation of contractor’s claims for at least fifteen (15) years and more specifically have recent service as a Project Engineer on at least one highway construction contract of comparable magnitude. Knowledge of FIDIC contract procedure is desirable. He/She should have been involved in supervision of the similar studies for projects financed by WB or the AfDB. Previous experience on road projects in East Africa will be an advantage.

(ii) Team Leader (Social-Economist) or (Senior Statistician)



The Team Leader shall be responsible for overall leadership and management of the assignment. He/She must possess a relevant Master's Degree in statistics, economy or in Social Sciences or equivalent and with at least fifteen (15) years professional experience.

He/She must have extensive broad experience in monitoring and evaluation and research work for at least ten (10) years including research in infrastructural development sector. Knowledge on qualitative and quantitative statistical analysis is essential. Previous experience on similar projects in East Africa will be an added advantage.

He/She should be involved in coordination of at least 10 socio-economic surveys

He/She should be member of Rwanda Association of Statistics (ARSTAT) or of similar institute.

(iii) Highway Engineer

The Highway Engineer specialist shall be responsible to identify transport indicators for the baseline, periodic monitoring and for impact study. He will also be responsible in determining impact on the transport.

The Highway Engineer shall be registered Civil engineer with a degree in civil engineering. Postgraduate qualification in Highway Engineering will be an added advantage. She/he must have served as a highway engineer for at least three (3) years in East Africa. Fluency in both written and spoken English is mandatory.

(iv) Transport Economist

He/she should have a degree in transport Economy or related field and experience of 10 years or Master's Degree in transport economy with experience of 3 years. He should have at least an experience of 3 years in Social economic surveys for projects financed by WR or AfDB.

(v) Sociologist

The Sociologist shall have a minimum of a relevant Degree in Social Sciences (Sociology, Social Work) with at least ten (10) years practical post-qualification experience. A Master's Degree will be an added advantage.

He/She must have extensive broad experience in undertaking social analysis, social work, gender, HIV/AIDS, research and monitoring and evaluation. Previous experience on similar projects in East Africa will be an added advantage.

(vi) Junior Statistician

The junior statistician should have at least a degree in statistic or similar filed. He/She should have an experience of at least 4 years in data collection and data analysis. He/she should be involved at least in surveys approved by NISR (National Institute of Statistic of Rwanda) as supervisor of surveyors.

8.0 SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

The Contracting Authority will make available to the Consultant all available documents, and relevant data necessary for the proper and timely execution of the assignment and will:



- (a) Provide liaison with other Ministries and Departments in order to introduce the Consultant to them. The Consultant shall be fully responsible for collecting data and information from these agencies including paying for it where necessary.
- (b) The consultant shall be liable to pay all duties and taxes in connection with this assignment including VAT and other taxes payable under the Laws of Rwanda. No tax or duty exemption shall be given to the Consultant. The Consultant shall be deemed to have taken the above into consideration while preparing his financial proposal.

9.0 OTHER SERVICES TO THE CONSULTANT

The Consultant shall arrange for his own office, transport and accommodation and will charge the cost thereof in his financial proposal.

10.0 REPORTING

(i) Inception Report

This report shall give a brief description of the Consultant's establishment plan for the assignment, methodologies to be used, staffing, programme of executing the assignment and such remarks as deemed appropriate. The report shall be submitted 10 days after commencement date of the assignment. The consultant shall submit four (4) copies of the inception report to be distributed as follows: three (3) copies to RTDA and one (1) copy to the AfDB.

(ii) Draft Report

The Consultant shall prepare a draft report which shall summarize the findings, analysis, results and recommendations of the socio-economic baseline and shall contain all supporting materials.

The draft report shall be submitted to the Director General for approval, prior to the production of Final Documentation.

The Consultant shall submit four (4) hard copies (one original and three copies) of the report

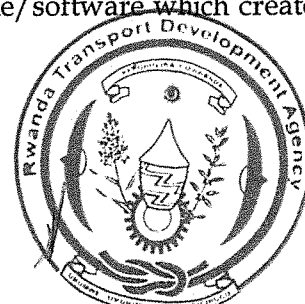
(iii) Socio-Economic Baseline Study Report

The Consultant shall prepare the Final report for the assignment. The report shall incorporate all revisions deemed necessary arising from comments received from the Director General, following discussions and agreement between the Single Project Implementation Coordinator, Planning and Research Manager, Road Construction and Rehabilitation Manager, the Project Managers and the Consultant.

Preparation of the final documentation shall include the following numbers of reports which shall be submitted to the Director General:-

- Eight (8) hard copies of the final report (One original and 7 copies)
- All documents must be submitted with 2 copies of CD/DVD-Rom, and the data must be in the original editable format of the computer programme/software which created it or any other form that be requested by the Client.

(iv) Mid-term report



The Consultant shall prepare a Mid-term review report at the middle of the road upgrade project period. The report shall incorporate a review of the baseline indicators, identify any deviations and make recommendations to ensure achievement of the desired impacts.

Preparation of the mid-term documentation shall include the following numbers of reports which shall be submitted to the Director General:

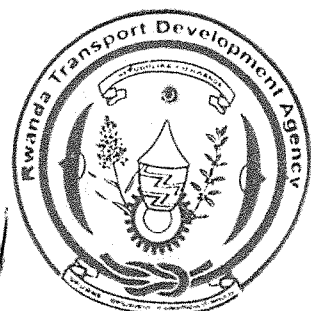
- Eight (8) hard copies of the final report (One original and 7 copies)
- All documents must be submitted with 2 copies of CD/DVD-Rom, and the data must be in the original editable format of the computer programme/software which created it or any other form that be requested by the Client.

(v) Final Evaluation Report

The Consultant shall prepare an evaluation report two years after the completion of the upgrading of the road. The report shall evaluate the impact of upgrading the road by comparing the baseline indicators with the data collected one year after project completion.

Preparation of the final evaluation documentation shall include the following numbers of reports which shall be submitted to the Director General:-

- Eight (8) hard copies of the final evaluation report (One original and 7 copies)
- All documents must be submitted with 2 copies of CD/DVD-Rom, and the data must be in the original editable format of the computer programme/software which created it or any other form that be requested by the Client.



PART II

Section 8. Conditions of Contract and Contract Forms



TIME-BASED FORM OF CONTRACT
CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name: CONSULTANCY SERVICE FOR SOCIAL AND ECONOMIC IMPACT STUDY
FOR CONSTRUCTION OF KIVU -BELT ROAD PROJECT

[Loan/Credit/Grant/Financing] No. _____

Contract No. _____

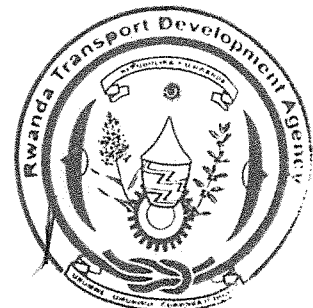
between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____



I. Form of Contract

LUMP-SUM

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

This CONTRACT (hereinafter called the "Contract") is made the [number]day of the month of [month], [year], between, on the one hand, [name of Client or Recipient or Beneficiary](hereinafter called the "Client") 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 "Client") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, [name of member]and [name of member](hereinafter called the "Consultant").]

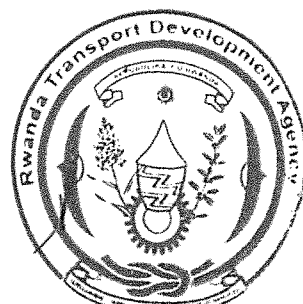
WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received [or has applied for] a loan [or credit or grant or financing] from the African Development 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 Client 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 Client 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 Attachment 1 "Bank Policy – Corrupt and Fraudulent Practices);
 - (b) The Special Conditions of Contract;
 - (c) Appendices:

Appendix A: Terms of Reference



- Appendix B: Key Experts
- Appendix C: Breakdown of Contract Price
- Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

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

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

[Authorized Representative of the Client – name, title and signature]

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

[Authorized Representative of the Consultant – name and signature]

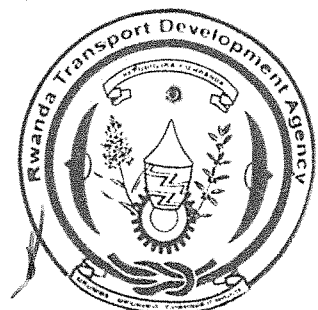
[Note: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

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]

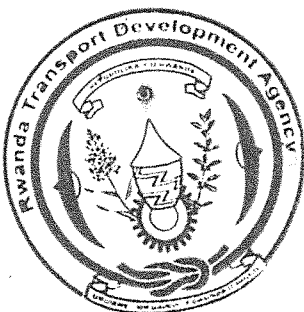


II. General Conditions of Contract

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 Client's country, or in such other country as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.
 - (c) "Bank" means the African Development Bank, the African Development Fund and the Nigeria Trust Fund 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) "Client" 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 Client to provide the Services under the signed Contract.
 - (g) "Contract" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - (h) "Day" means a working day unless indicated otherwise.
 - (i) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
 - (j) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
 - (k) "Foreign Currency" means any currency other than the currency of the Client's country.
 - (l) "GCC" means these General Conditions of Contract.
 - (m) "Government" means the government of the Client's country.



[Handwritten signatures]

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

2. Relationship between the Parties

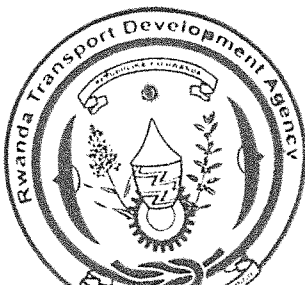
- 2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services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

3. Law Governing Contract

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

4. Language

- 4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.



5. **Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
6. **Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
7. **Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
8. **Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
9. **Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
10. **Corrupt and Fraudulent Practices** 10.1. The Bank requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in **Attachment 1** to the GCC.
- a. **Commissions and Fees** 10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.



B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

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

- 13. Commencement of Services 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

- 14. Expiration of Contract 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

- 15. Entire Agreement 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

- 16. Modifications or Variations 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.

17. Force Majeure

- a. Définition 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



Handwritten initials and signatures.

action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract 17.4 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

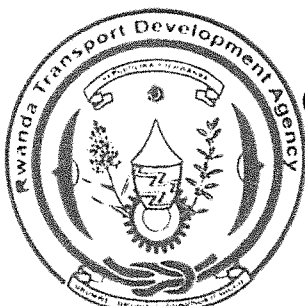
c. Measures to be Taken 17.5 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible,



in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

- (c) 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 44& 45.

18. Suspension

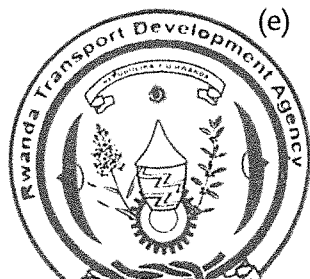
- 18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

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

a. By the Client

- 19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):
 - (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
 - (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
 - (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
 - (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
 - (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;



(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

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

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

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

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.

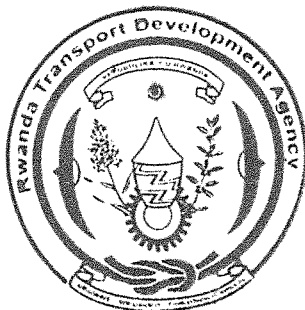
(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

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

d. Cessation of Services

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



Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

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

- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC19.1.1, 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 Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

as a matter of law or official regulations, [the Borrower's/Beneficiary's] country prohibits commercial



[Handwritten signatures and initials]

relations with that country; or

- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21. Conflict of Interests

21.1. The Consultant shall hold the Client'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 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

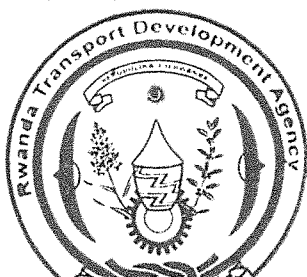
21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

b. Consultant and Affiliates Not to Engage in Certain Activities

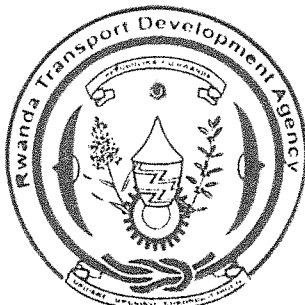
21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting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



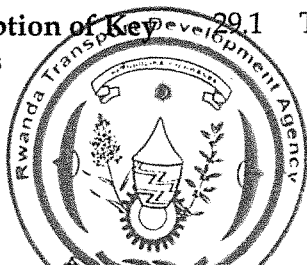
- d. **Strict Duty to Disclose conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality** 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant** 23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
- 24. Insurance to be Taken out by the Consultant** 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing** 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 Client the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.
27. Proprietary Rights of the Client in Reports and Records 27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
- 27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.
28. Equipment, Vehicles and Materials 28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.
- 28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts 29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of



each of the Consultant's Key Experts are described in Appendix B.

30. Replacement of Key Experts

- 30.1 Except as the Client 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. Removal of Experts or Sub-consultants

- 31.1 If the Client 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 Client 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 Client's written request, provide a replacement.
- 31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

32. Assistance and Exemptions

- 32.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:
 - (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
 - (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under



[Handwritten signatures and initials]

the Contract.

- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the SCC.

33. Access to Project Site

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

34. Change in the Applicable Law Related to Taxes and Duties

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause SCC 38.1

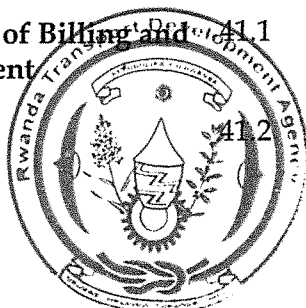


[Handwritten initials and a signature]

- 35. Services, Facilities and Property of the Client** 35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.
- 36. Counterpart Personnel** 36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix A.
- 36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- 37. Payment Obligation** 37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

- 38. Contract Price** 38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix C.
- 38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A.
- 39. Taxes and Duties** 39.1 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.
- 39.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
- 40. Currency of Payment** 40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.
- 41. Mode of Billing and Payment** 41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.
- 41.2 The payments under this Contract shall be made in lump-



[Handwritten signatures and initials]

sum installments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC.

41.2.1 Advance payment: Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix D, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.

41.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 The Final Payment: The final payment under this Clause shall be made only after the final report has been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

42. Interest on Delayed

42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2 ,



Payments

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

43. Good Faith

43.1 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

44. Amicable Settlement

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

44.2 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 45.1 shall apply.

45. Dispute Resolution

45.1 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

46. Eligibility

46.1 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: (a) in the case of the African Development Bank and the Nigeria Trust Fund, the member countries of the African Development Bank; and (b) in the case of the African Development Fund, any country.

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 Articles 17(1)(d) of the Agreement Establishing the African Development Bank and 4.1 of the Agreement Establishing the Nigeria Trust Fund.



Handwritten initials and marks at the bottom of the page.

II. General Conditions

ATTACHEMENT1: Bank Policy – Corrupt and Fraudulent Practices

[“Notes to the Client”: this section 6 shall not be modified]

It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank Financing), consultants and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts⁷. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁸;
- (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party⁹ to obtain financial or other benefit or to avoid an obligation;
- (iii) "collusive practice" is an arrangement between two or more parties¹⁰ designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party¹¹;
- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its

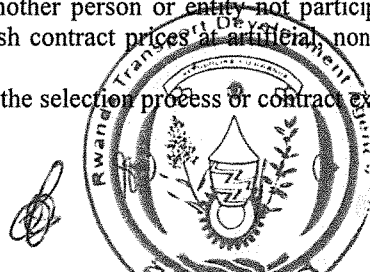
⁷ In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage, is improper.

⁸For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context, “public official” includes Bank staff and employees of other organizations taking or reviewing selection decisions

⁹For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution, and the “act or omission” is intended to influence the selection process or contract execution.

¹⁰For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish contract prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

¹¹For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.



knowledge of matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.22(e) below.
- (b) will reject a proposal for award if it determines that the consultant recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Financing allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Financing were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or an individual, at any time, in accordance with prevailing Bank’s sanctions procedures¹², including by publicly declaring such firm or individual ineligible either indefinitely or for a stated period of time, (i) to be awarded a Bank-financed contract; and (ii) to be a nominated¹³ as sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and
- (e) will require that a clause be inserted in the RFP and in contracts financed by the Bank, requiring consultants and their agents, personnel, sub-consultants, sub-contractors, service providers, or suppliers, to permit the Bank to inspect all accounts, records and other documents relating to the submission of proposals and contract performance and to have them audited by auditors appointed by the Bank.

III. Special Conditions of Contract

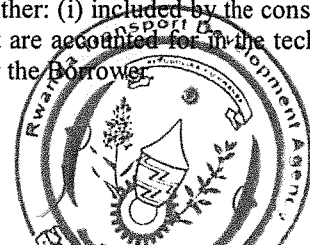
[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
---------------------	--

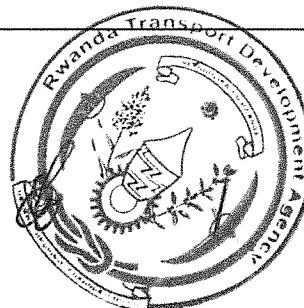
¹²A firm or an individual may be declared ineligible to be awarded a Bank-financed contract (i) upon completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, or otherwise decided by the Bank, and through the application of the Proposal for the Implementation of a Sanctions Process within the African Development Bank; and (ii) as a result of temporary suspension or early temporary suspension in connection with an on-going sanctions proceeding.

¹³A nominated sub-consultant, supplier, or service provider is one which has been either: (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services, or (ii) appointed by the Borrower.

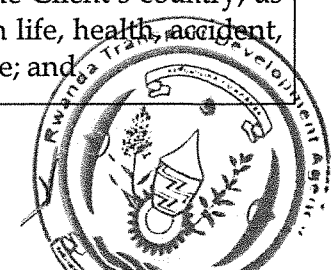
Handwritten initials/signature



1.1(b) and 3.1	The Contract shall be construed in accordance with the law of RWANDA
4.1	The language is: ENGLISH.
6.1 and 6.2	<p>The addresses are:</p> <p>Client : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted): _____</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	The Lead Member on behalf of the JV is _____ [insert name of the member]
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: [name, title] _____</p> <p>For the Consultant: [name, title] _____</p>
11.1	N/A
12.1	<p>Termination of Contract for Failure to Become Effective: The time period shall be three (3) months.</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be 7 after the contract signature. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be 12 months.</p>



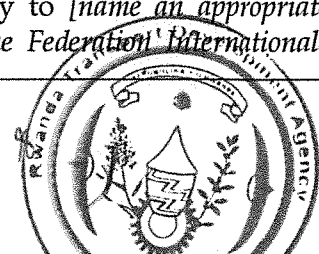
<p>21 b.</p>	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes</p>
<p>23.1</p>	<p>The following limitation of the Consultant’s Liability towards the Client can be subject to the Contract’s negotiations:</p> <p>“Limitation of the Consultant’s Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</p> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) for any direct loss or damage that exceeds <i>three</i> times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p style="padding-left: 40px;">(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 style="padding-left: 40px;">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the law of Rwanda</p>
<p>24.1</p>	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of <i>the total ceiling amount of the Contract</i>;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of of the motor vehicle liability insurance policies of the accepted insurance companies in Rwanda;</p> <p>(c) Third Party liability insurance, with a minimum coverage of USD 0.5 million;</p> <p>(d) Employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p>



	(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.
27.1	N/A
32.1 (a) through (e)	N/A
32.1(f)	N/A
38.1	<p>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable]</i> [indicate: inclusive or exclusive] of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall [insert as appropriate: "be paid" or "reimbursed"] by the Client [insert as appropriate: "for" or "to"] the Consultant.</p>
39.1 and 39.2	<p>The Client warrants that the consultant shall pay:</p> <p>any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <ul style="list-style-type: none"> (a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them; (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client; (d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that: <ul style="list-style-type: none"> i) the Consultant, Sub-consultants and experts shall follow



	<p>the usual customs procedures of the Client's country in importing property into the Client's country; and</p> <p>ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</p>
41.2	<p>The payment schedule:</p> <p><u>1st payment:</u> 20 percent of the contract price to be paid as advance payment against the advance payment bank guarantee for the same amount within 45 days after the reception of the bank guarantee</p> <p><u>2nd payment:</u> 15 percent after the submission and approval of the inception report and within 60 days of the approval</p> <p><u>3rd payment:</u> 25 percent after the submission and approval of the draft final report and within 60 days of the approval</p> <p><u>Final payment:</u> 40 percent after the submission and approval of the final report and within 60 days of the approval.</p>
41.2.1	N/A
41.2.4	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>
42.1	N/A
45.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale</i></p>

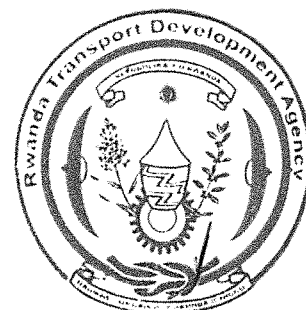


	<p><i>des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i>]for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</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 Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]</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 <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[Note: If the Consultant consists of more than one entity, and/or of the home</i></p>



	<p><i>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> <ul style="list-style-type: none">(a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> or(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none">(a) proceedings shall, unless otherwise agreed by the Parties, be held in [<i>select a country which is neither the Client's country nor the Consultant's country];</i>(b) the [<i>type of language</i>]language shall be the official language for all purposes; and(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

Handwritten initials or signature.



IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

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

.....

APPENDIX B - KEY EXPERTS

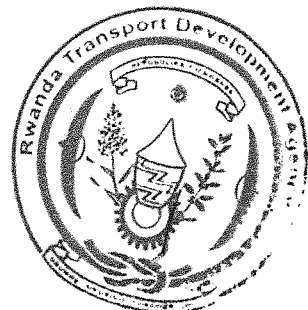
[*Insert a table based on Form TECH-6 of the Consultant’s Technical Proposal and finalized at the Contract’s negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.*]

.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

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

8



Model Form I

Breakdown of Agreed Fixed Rates in Consultant's Contract

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

(Expressed in [insert name of currency])*

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

1 Expressed as percentage of 1

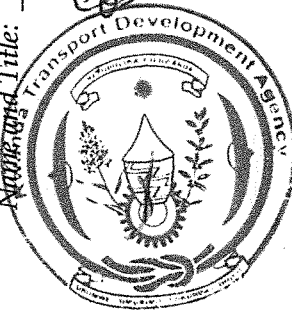
2 Expressed as percentage of 4

* If more than one currency, add a table

Signature _____

Date _____

Name and Title: _____



APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

[Note: See Clause GCC 41.2.1 and SCC 41.2.1]

Bank Guarantee for Advance Payment

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Client]

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.

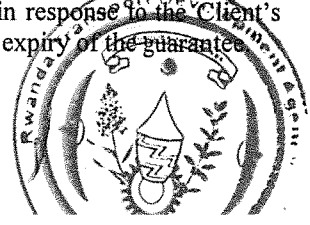
At the request of the Consultant, we _____ [name of bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] () [amount in words]¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the 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____² whichever is earlier.

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

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



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.

90

90

