



ROAD DEVELOPMENT AGENCY

REQUEST FOR PROPOSALS

RFP No.: **RDA/CS/OIS/003/24**

Great North Road (T2) Upgrade Project, Zambia:

CONSULTANCY SERVICES FOR THE CONSTRUCTION SUPERVISION OF THE REHABILITATION OF 161.5KM OF THE GREAT NORTH ROAD (T2) - FROM MPIKA TO CHINSALI IN MUCHINGA PROVINCE OF ZAMBIA

RFP Reference No.: *RFP No.*: RDA/CS/OIS/003/24

Loan No./Credit No./ Grant No.: Contract Number (FI N°) 84679; Operation Number (Serapis N°) 2015-0219);

Grant No.: FI N° 89907; Serapis N° 201 5-0219Country: Zambia

Date: 8th May, 2024

Dear Mr. /Ms.:

1. The Government of the Republic of Zambia (hereinafter called the “Borrower”) has received financing under a loan from the European Investment Bank (EIB) (the “Bank”) and a grant from the European Union (European Development Fund under the Africa Investment Facility) towards the cost of upgrading approximately 161.5km of the Great North Road (T2) and intends to apply part of the amount to payment under the contract for supervision of construction consultancy services of the entire 161.5km of the upgrade Works. The Works and Services Contracts will both be implemented through the Road Development Agency (“Client”).
2. Payments under this Services Contract will only be made at the request of the Government of the Republic of Zambia, and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Finance Agreements between the Borrower and the Bank. Only the Borrower shall derive any rights from the Finance Agreements, or have any claims to the proceeds of the credit.
3. The Client, intends to apply a portion of the proceeds of the loan to eligible payments under the contract for which this Request for Proposals is issued.
4. The Client now invites proposals from all firms originating from all countries of the world, to provide the following consulting services (hereinafter called “Services”): CONSULTANCY SERVICES FOR THE CONSTRUCTION SUPERVISION OF THE REHABILITATION OF 161.5KM OF THE GREAT NORTH ROAD (T2) - FROM MPIKA TO CHINSALI IN MUCHINGA PROVINCE OF ZAMBIA. More details on the Services are provided in the Terms of Reference (Section 7) of the RFP.
5. The tender procedure, shall be carried out in accordance with the Guide to Procurement for projects financed by the EIB (September 2018) (EIB GtP), which is available on the EIB’s website:

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

6. This Request for Proposals (RFP) has been addressed to firms originating from all countries of the world who are eligible. In particular the attention of applicants is drawn to the inclusion that: "Firms originating from all countries of the world are eligible to tender for works, goods and services contracts." (EIB GtP) §1.2) and that: applicants must not have a conflict of interest as defined in section 1.5 of EIB GtP.
7. A firm will be selected under the most economically advantageous tender using Quality and Cost Based Selections (QCBS) procedures, by applying a number of criteria based on but not limited to: Consultant's technical and financial capacity, Consultant's specific experience; Understanding of the terms of reference and scope of the services; Methodology proposed for the services; Qualification and experience of key personnel included to render the services; International, regional and local experience; Proposed work programme; and the proposed price, and on a Full Technical Proposal format as described in this RFP, in accordance with the policies of the Bank.
8. The interested Consultants should obtain the detailed Request for Proposals (RFPs) from the RDA website or physical address (proposal submission address) and must provide the information requested in the RFP. The procurement documents are available for unrestricted and full direct access, free of charge, at (URL): www.rda.org.zm or at the address below.
9. More details on the Services are provided in the Request for Proposals document.
10. Attention is drawn to the requirement to disclose information on the successful Consultant's beneficial ownership, EIB Covenant of Integrity and the Environmental and Social Covenant, Covenant of Integrity and the Environmental and Social Covenant Forms as included in the Request for Proposals.
11. Details on the proposal's submission date, time and address are provided in ITC 17.7 and ITC 17.9 and indicated below.

The Proposals must be submitted no later than: Date: 28th June,2024, Time: 10:30 hours local time. The Proposal submission address is:

Tender Box located at Conference Room
Road Development Agency, HQ
Plot No.33, Corner of Government and Fairley Roads
P.O. Box 50003, Lusaka,
Zambia,
Physical Address, Fairley Road, Plot No. 33, Lusaka, Zambia
Telephone number: +260-211-253088 / 253002
Facsimile number: +260-211-253408 / 251420

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

Chilufya Mwenya
Senior Manager Procurement



ROAD DEVELOPMENT AGENCY

REQUEST FOR PROPOSALS

RFP No.: *RDA/CS/OIS/003/24*

Great North Road (T2) Upgrade Project, Zambia:

CONSULTANCY SERVICES FOR THE CONSTRUCTION SUPERVISION
OF THE REHABILITATION OF 161.5KM OF THE GREAT NORTH ROAD (T2)
- FROM MPIKA TO CHINSALI IN MUCHINGA PROVINCE OF ZAMBIA

Client: Road Development Agency

Country: Zambia

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

Loan No./Credit No./ Grant No.: Contract Number (FI N°) 84679; Operation Number (Serapis N°) 2015-0219);

Grant No.: FI N° 89907; Serapis N° 201 5-0219

Issued on: 10th May, 2024

Foreword

1. This Standard Bidding Document (SBD), Request for Proposals (RFPs), for selection of consultants to provide Consulting Services, has been prepared by the Road Development Agency. This SBD derives from the Master Procurement Document for Selection of Consultants ("Master Document").
2. The Master Document was prepared by participating Multilateral Development Banks ("MDBs") and reflects what are considered "best practices". This SBD follows the structure and the provisions of the Master Document, except where specific considerations within the respective institutions have required a change.
3. This SBD has been updated to reflect the European Investment Bank (EIB)'s requirements in accordance with the Guide to Procurement for projects financed by the EIB, September 2018.
4. This SBD includes specific provisions that reflect the EIB's Environmental and Social requirements, and mandatory compliance with EIB's environmental and social safeguards.

Summary of the Bidding Document

SUMMARY

Part I – Selection Procedures & Requirements

Section 1: Request for Proposals (RFP) Letter of Invitation

This Section is a template of a letter of Invitation for a Request for Proposals from the Client addressed to all firms originating from all countries of the world, inviting them to submit proposals for a consulting assignment.

Section 2: Instructions to Consultants and Data Sheet

This Section consists of two parts: "Instructions to Consultants" and "Data Sheet". "Instructions to Consultants" contains provisions that are to be used without modifications. "Data Sheet" contains information specific to each selection and corresponds to the clauses in "Instructions to Consultants" that call for selection-specific information to be added. This Section provides information to help Consultants prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract. Information in the Data Sheet indicates whether a Full Technical Proposal (FTP) or a Simplified Technical Proposal (STP) shall be used.

Section 3: Technical Proposal – Standard Forms

This Section includes the forms for FTP and STP that are to be completed by the Consultants and submitted in accordance with the requirements of Section 2.

Section 4: Financial Proposal – Standard Forms

This Section includes the financial forms that are to be completed by Consultants, including the Consultant's costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2.

Section 5: Eligible Countries

This Section contains information regarding eligible countries.

Section 6: Fraud and Corruption

This section includes the fraud and corruption provisions which apply to this selection process.

Section 7: Terms of Reference (TOR)

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the Experts; and lists the expected deliverables.

Part II – Conditions of Contract & Contract Forms

Section 8: Standard Forms of Contract

This Section includes the standard contract forms for the: A Time-Based Contract which includes General Conditions of Contract (“GCC”) and Special Conditions of Contract (“SCC”). The SCC include clauses specific to each contract to supplement the General Conditions.

The standard form of contract incorporates “Fraud and Corruption” (Section 6 of Part I) in a form in Attachment 1.

Part III – Notification of Intention to Award

Section 9: Notification of Intention to Award

This form is used to notify Consultants of the Client’s intention to award the Contract to the successful Consultant.

Request for Proposals Consulting Services

Procurement of: Construction Supervision Consultant for Mpika to Chinsali Road Project

RFP No: [RDA/CS/OIS/003/24](#)

Consulting Services for: *CONSULTANCY SERVICES FOR THE CONSTRUCTION SUPERVISION OF THE REHABILITATION OF 161.5KM OF THE GREAT NORTH ROAD (T2) - FROM MPIKA TO CHINSALI IN MUCHINGA PROVINCE OF ZAMBIA*

Client: *Road Development Agency*

Country: *Zambia*

Issued on: **10th May, 2024**

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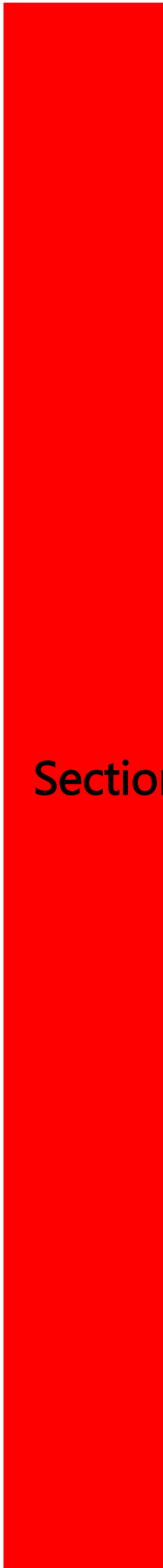
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Part I

Section 1. Request for Proposal Letter of Invitation

Request for Proposal Letter of Invitation

Consulting Services

Name of Assignment: Consultancy Services For The Construction Supervision Of The Rehabilitation Of 161.5km Of The Great North Road (T2) - From Mpika To Chinsali In Muchinga Province Of Zambia

RFP Reference No.: *RFP No.:* RDA/CS/OIS/003/24

Loan No./Credit No./ Grant No.: Contract Number (FI N°) 84679; Operation Number (Serapis N°) 2015-0219);

Grant No.: FI N° 89907; Serapis N° 201 5-0219Country: Zambia

Date: 10th May, 2024

Dear Mr. /Ms.:

1. The Government of the Republic of Zambia (hereinafter called the "Borrower") has received financing under a loan from the European Investment Bank (EIB) (the "Bank") and a grant from the European Union (European Development Fund under the Africa Investment Facility) towards the cost of upgrading approximately 161.5km of the Great North Road (T2) and intends to apply part of the amount to payment under the contract for supervision of construction consultancy services of the entire 161.5km of the upgrade Works. The Works and Services Contracts will both be implemented through the Road Development Agency ("Client").
2. Payments under this Services Contract will only be made at the request of the Government of the Republic of Zambia, and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Finance Agreements between the Borrower and the Bank. Only the Borrower shall derive any rights from the Finance Agreements, or have any claims to the proceeds of the credit.
3. The Client, intends to apply a portion of the proceeds of the loan to eligible payments under the contract for which this Request for Proposals is issued.
4. The Client now invites proposals from all firms originating from all countries of the world, to provide the following consulting services (hereinafter called "Services"): CONSULTANCY SERVICES FOR THE CONSTRUCTION SUPERVISION OF THE REHABILITATION OF 161.5KM OF THE GREAT NORTH ROAD (T2) - FROM MPIKA

TO CHINSALI IN MUCHINGA PROVINCE OF ZAMBIA. More details on the Services are provided in the Terms of Reference (Section 7).

5. This Request for Proposals (RFP) has been addressed to firms originating from all countries of the world who are eligible. In particular the attention of applicants is drawn to the inclusion that: "Firms originating from all countries of the world are eligible to tender for works, goods and services contracts." (Guide to Procurement for projects financed by the EIB (September 2018) (EIB GtP) §1.2) and that: applicants must not have a conflict of interest as defined in section 1.5 of EIB GtP.
6. The tender procedure, shall be carried out in accordance with the Guide to Procurement for projects financed by the EIB (September 2018) (EIB GtP), which is available on the EIB's website:
<http://www.eib.org/en/infocentre/publications/all/guide-to-procurement.htm> .
7. A firm will be selected under the most economically advantageous tender using Quality and Cost Based Selections (QCBS) procedures, by applying a number of criteria based on but not limited to: Consultant's technical and financial capacity, Consultant's specific experience; Understanding of the terms of reference and scope of the services; Methodology proposed for the services; Qualification and experience of key personnel included to render the services; International, regional and local experience; Proposed work programme; and the proposed price, and on a Full Technical Proposal format as described in this RFP, in accordance with the policies of the Bank .
8. The interested Consultants should obtain the detailed Request for Proposals (RFPs) from the RDA website or physical address (proposal submission address) and must provide the information requested in the RFP. The procurement documents are available for unrestricted and full direct access, free of charge, at (URL): www.rda.org.zm or at the address below:
9. The RFP includes the following documents:
 - Section 1 – Request for Proposals Letter
 - 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 – Fraud and Corruption
 - Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract -Time-Based

Section 9 – Notification of Intention to Award Form

10. More details on the Services are provided in the Terms of Reference (Section 7).
11. Attention is drawn to the requirement to disclose information on the successful Consultant's EIB Covenant of Integrity and the Environmental and Social Covenant, as part of the Award Notice, using the Covenant of Integrity and the Environmental and Social Covenant Forms as included in the Request for Proposals.
12. Details on the proposal's submission date, time and address are provided in ITC 17.7 and ITC 17.9 and indicated below.

The Proposals must be submitted no later than: **28th June, 2024**, Time: 10:30 hours local time.

The Proposal submission address is:

Tender Box located at Conference Room
Road Development Agency, HQ
Plot No.33, Corner of Government and Fairley Roads
P.O. Box 50003, Lusaka,
Zambia,
Physical Address, Fairley Road, Plot No. 33, Lusaka, Zambia
Fax No. +260-211 253/251420

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

Yours sincerely,

ROAD DEVELOPMENT AGENCY

Mwenya Chilufya

Senior Manager - Procurement

FOR / DIRECTOR AND CHIEF EXECUTIVE OFFICER

ROAD DEVELOPMENT AGENCY

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

Ridgeway, Lusaka, Zambia

P.O. Box 50003, Lusaka, Zambia

Telephone number: +260-211-253088 / 253002

Facsimile number: +260-211-253408 / 251420

Postal Code 10101

Electronic mail address: rda-hq@roads.gov.zm , MChilufya@roads.gov.zm

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 Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) "Bank" means the specific financing institution named in the Data Sheet
- (d) "Borrower" means the Government, Government agency or other entity that signs the [*loan/ financing/ grant*] agreement with the Bank.
- (e) "Client" means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (f) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (g) "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).
- (h) "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.
- (i) "Day" means a calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays.
- (j) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (k) "Government" means the government of the Client's country.
- (l) "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;

- (m) "Joint Venture (hereinafter called 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 unless otherwise specified elsewhere in the Instructions to Consultants. If an exception to joint and several liability is allowed for a contract, the exception shall apply throughout including during the implementation of the contract and shall be deemed to be applicable wherever joint and several liability requirements has been specified even if the exception has not been repeated or highlighted therein.
- (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. Any specific requirements regarding "Key Experts" as applicable to this contract are specified in the Data Sheet.
- (o) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- (p) "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.
- (q) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- (r) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SBD – RFP.
- (s) "SBD – RFP" means the Standard Bidding Document – Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (t) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (u) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (v) "Terms of Reference (TORs)" (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

- (w) "ESHS" means environmental, social (including sexual exploitation and abuse (SEA) and Sexual Harassment.

2. Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a Consultant in accordance with the method of selection specified in the **Data Sheet**. The Client has received through the Government of the Republic of Zambia financing under a loan from the European Investment Bank (EIB) and a grant from the European Union (European Development Fund under the Africa Investment Facility).
- 2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.
- 2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.
- 2.5 The procurement procedure will be carried out in accordance the Bank's Guide to Procurement for projects financed by the EIB, September 2018 (EIB GtP), which can be found at the following website:

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

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 Zambia Public Procurement Agency / Bank.

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting Activities

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

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

c. Conflicting Relationships

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 of the Client, or of implementing 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.

d. Definition on Conflict of Interest

Applicants must not have a conflict of interest as defined in Section 1.5 of the EIB GtP, which is available at;

<https://www.eib.org/en/publications/guide-to-procurement>.

Conflict of interest occurs when the impartial and objective exercise of the functions of the promoter, or the respect of the principles of competition, non-discrimination or equality of treatment with regard to the procurement procedure or contract, is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest. The concept of conflict of interest

covers any situation where staff members (or consultants acting on behalf) of the promoter who are involved in the conduct of the procurement procedure or may influence the outcome of that procedure have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure or contract execution.

Promoters must take appropriate measures to effectively prevent, identify and remedy conflicts of interest arising in the conduct of procurement procedures or contracts so as to avoid any distortion of competition and to ensure the impartial and objective exercise of the functions of the promoter and equal treatment of all tenderers or contractors.

The assessment of whether or not there is a conflict of interest has to be carried out on a case by case basis, considering the actual risk of conflict based on the specific circumstances of the case at stake. The individual or entity in question should declare whether they have any conflict of interest and, if so, present supporting evidence which might remove or remedy a conflict of interest.

In cases where a conflict of interest cannot be effectively remedied by other less intrusive measures, the Bank requires promoters to exclude from participation in an EIB-financed procurement procedure or contract any tenderer or contractor affected by such a conflict of interest.

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 Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Fraud and Corruption

- 5.1 The Bank requires compliance with the Bank's Anti-Fraud Policy and its Exclusion Policy on corrupt and fraudulent or prohibited practices as set forth in ITC 6.
- 5.2 The Bank is committed to ensuring that its loans are used for the purposes intended and its operations are free from prohibited conduct (including but

not limited to, fraud, corruption, collusion, coercion, obstruction and money laundering and terrorist financing). In particular, in countries outside the EU, the Bank will, as a general rule, require that promoters:

- (i) Require any tenderer for works, goods or services, as a condition of admission to eligibility, to execute and attach to its tender a Covenant of Integrity in the form indicated Section 3; and
- (ii) Insert in tender documents and contracts a clause that grants the promoter, the Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right to inspect and copy the books and records of the tenderer, contractor, supplier or consultant in connection with any Bank-financed contract.

5.3 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and their personnel, to permit the Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, to inspect and copy all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

6. Eligibility

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

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

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as described under 6.1 above.

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

a. Sanctions

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

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

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

b. Prohibitions

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

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

for the purposes intended and its operations are free from Prohibited Conduct (including but not limited to, fraud, corruption, collusion, coercion, obstruction, money laundering and terrorist financing

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

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

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

The Exclusion Policy may be found at:

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

c. Restrictions for State-Owned Enterprises

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

d. Restrictions for Public Employees

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

- (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation;
- (ii) they are on leave of absence without pay;

- (iii) they are not being hired by the agency they were working for, unless a reasonable period, which will not be less than 12 months, between such former agency employment and any proposed engagement has elapsed; and
- (iv) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

e. Borrower Debarment

A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

f. Debarment Lists

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

B. Preparation of Proposals

7. General Considerations

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

8. Cost of Preparation of Proposal

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

9. Language

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

10. Documents Comprising the Proposal

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

10.2 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 either at the time of Proposal submission or availability was not assured for the entire duration for which the Key expert has been proposed 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 as may be required by client and the Bank.

a. Extension of Validity Period

12.4 The Client will make its best effort to complete the negotiations and award the contract 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, except as provided in ITC 12.7.

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

b. Substitution of Key Experts at Validity Extension

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

12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services. The Consultant may propose subcontracting up to the percentage of total value of contract as specified in the **Data Sheet**.

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 as indicated in the Data Sheet. The clarification shall be distributed as indicated in the Data Sheet. (including an explanation of the query but without identifying its source). 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 distributed as indicated in the Data Sheet.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the 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 (i) If a 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 if permitted in the **Data Sheet**; (ii) The maximum number of members proposed in a JV shall not exceed the number specified in the BDS, or the number derived from the percentage specified under ITC 14.1.1, whichever is smaller unless both are equal, in which case anyone shall apply; (iii) Participation by value of the contract as share of each of the JV members shall not be less than the percentage specified in the **Data Sheet**. In case of any inconsistency between ITC 14.1.1 (ii) and ITC 14.1.1 (iii) such that both cannot be applied simultaneously, the latter shall prevail; and (iv) Unless otherwise specified in the **Data Sheet**, all members of the JV shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms.

14.1.2. The Client may indicate in the **Data Sheet** the estimated Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same. However, when the Bank agrees with the Client, for mandating associations between firms as an exception under certain special

circumstances and conditions such as development of national capacity, assignments where transfer of technology is critical and a key component of the assignment, or other considerations of equity, and Bank is satisfied that such provision does not adversely affect economy, efficiency and competitiveness, and adequate number of qualified national experts with required expertise are available, the Client, may mandate inclusion of a minimum time or cost input, but not both, of national experts in the proposal as estimated by the Client and specified in the **Data Sheet**. Consultant's proposal failing to comply with this requirement may be treated as non-responsive and rejected.

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 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**. If the Client mandates inclusion of national experts along the lines indicated under 14.1.2, the **Data Sheet** shall specify the details. Consultant's proposal failing to comply with this requirement may be treated as non-responsive and rejected.

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget. If the Client mandates inclusion of national key experts along the lines indicated under 14.1.2, the **Data Sheet** shall specify the details. Consultant's proposal failing to comply with this requirement may be treated as non-responsive and rejected.

15. Technical Proposal Format and Content

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

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

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP)

as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal

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

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

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The

authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked "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 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 DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**"

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked "**FINANCIAL PROPOSAL**" "[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 be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the 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.

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

18. Confidentiality

- 18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.
- 18.2 Any attempt by 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 shall 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 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 ITC 23.
- 19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed 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 ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection", if applicable.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

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

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

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

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

22. Financial Proposals for QBS

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

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

- 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, advising them the following:
- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
 - (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
 - (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
 - (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.
- 23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:
- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
 - (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
 - (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
 - (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.
- 23.3 The opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2.
- 23.4 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.
- 23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client and in order to enable the party

to do so, the text indicated in the **Data Sheet** should be published in the advertisement seeking expressions of interest. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the 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 included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts

24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.

25. Taxes

25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

27. Combined Quality and Cost Evaluation

a. Quality and Cost-Based Selection (QCBS)

27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.

b. Fixed-Budget Selection (FBS)

27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected.

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

c. Least-Cost Selection

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

D. Negotiations and Award

28. Negotiations

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

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

a. Availability of Key Experts

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

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

b. Technical Negotiations

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

c. Financial Negotiations

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

28.7 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. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

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. Standstill Period

- 30.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC 33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

31. Notification of Intention to Award

- 31.1 The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:
- a) the name and address of the Consultant with whom the client successfully negotiated a contract;
 - b) the contract price of the successful Proposal;
 - c) the names of all Consultants included in the short list, indicating those that submitted Proposals;
 - d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;
 - e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;
 - f) the final combined scores and the final ranking of the Consultants;

- g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
- h) the expiry date of the Standstill Period; and
- i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

32. Notification of Award

32.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the **Data Sheet**, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the EIB Environmental and Social Covenant (E&S Covenant), Covenant of Integrity, Signed Fraud and Corruption Declaration.

Award Notice

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

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

32.2 The Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette. The Client shall also publish the Award Notice in Official Journal of the European Union (OJEU) online.

33. Debriefing by the Client

- 33.1 On receipt of the Client's Notification of Intention to Award referred to in ITC 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.
- 33.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period
- 33.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 33.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting

34. Signing of Contract

- 34.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.
- 34.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

35. Procurement Related Complaint

- 35.1 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

Section 2. Instructions to Consultants

Data Sheet

ITC Reference	A. General
1 (b)	Applicable Law" means the laws and any other instruments having the force of law in the Client's country, Zambia
1 (c)	The Bank is: the European Investment Bank (EIB) and the European Development Fund (EDF)
1 (c)	The source of funds is: a loan from the European Investment Bank (EIB) and a grant from the European Union (made available through the resources of the European Development Fund (EDF).
2.1	<p>Name of the Client: The Road Development Agency</p> <p>Method of selection: Economically Advantageous Tender using Quality and Cost Based Selections (QCBS) through Open procedures, as per the Bank's Guide to Procurement for projects financed by the EIB (September 2018), which can be found at the following website: http://www.eib.org/en/infocentre/publications/all/guide-to-procurement.htm .</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal (in separate envelopes):</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>The name of the assignment is: Consultancy Services For The Construction Supervision Of The Rehabilitation Of 161.5km Of The Great North Road (T2) - From Mpika To Chinsali In Muchinga Province Of Zambia.</p> <p>There will be one Consultancy Services Contract for the supervision of two Works Lots, being:</p> <p>Lot 1: Great North Road (T2) Rehabilitation Project, Mpika To Chinsali: Road Section From Km 4+100 To Km 86+770, Mpika (Mazingo Hotel) To Shivan'gandu Junction (D53/T2 Junction) – 82.67km</p>

	<p>Lot 2: Great North Road (T2) Rehabilitation Project, Mpika To Chinsali: Road Section From Km 86+770 – Km 165+646, Shiwan'gandu Junction (D53/T2 Junction) – Chinsali Junction (RD58/T2 Junction) - 78.88km</p>
<p>2.3</p>	<p>A pre-proposal conference will be held: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><u>Date of pre-proposal conference: 29th May, 2024</u></p> <p><u>Time: 10:00 hours, Local Zambian Time</u></p> <p><u>Address:</u></p> <p>The Road Development Agency Plot No.33, Corner of Government and Fairley Roads, Ridgeway, Lusaka, Zambia P.O. Box 50003, Lusaka, Zambia Telephone number: +260-211-253088 / 253002 Facsimile number: +260-211-253408 / 251420</p> <p><u>Electronic mail address: MChilufya@roads.gov.zm copy to: "rda_hq@roads.gov.zm</u></p> <p><u>Contact person/conference coordinator:</u></p> <p><u>Attention: The Senior Manager - Director Procurement</u></p> <p>The details for the option of attending the Pre-proposal conference virtually are provided below:</p> <p>Join Zoom Meeting</p> <p>https://us02web.zoom.us/j/88374883327?pwd=dnM2bjJmWTRrZ2NCZE5iUGoxSEFmZz09</p> <p>Meeting ID: 883 7488 3327 Passcode: 564618</p>
<p>2.4</p>	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Refer to Section 7, Terms of Reference (TOR).</p>

4.1	Not applicable
6.3	<p>The exclusion list is available at the Bank's external website:</p> <p>https://www.eib.org/en/about/accountability/anti-fraud/exclusion/index.htm</p>
B. Preparation of Proposals	
9.1	<p>This RFP has been issued in the English language, which is one of the official languages of the European Union.</p> <p>In addition, the RFP is translated into the <u> N/A </u>.</p> <p>Proposals shall be submitted in English language as per Guide to Procurement for projects financed by the EIB (September 2018).</p> <p>All correspondence exchange shall be in English language.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 and TECH -6a (8) TECH-7a Code of Conduct (ESHS) (9) TECH – 7b The EIB Environmental and Social Covenant (E&S Covenant) (signed by all consultants (including all Joint Venture / consortium members). The Consultant must comply with the mandatory EIB environmental and social safeguards

	<p>(10) TECH – 8 Covenant of Integrity (signed by all consultants (including all Joint Venture / consortium members))</p> <p>(11) Consultants Technical and Financial Capacity; as per ITC 21.1</p> <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>(5) Statement of Undertaking (if required under Data Sheet 10.2 below)</p> <p>The Financial Proposals should not be submitted through any electronic form.</p>
10.2	<p>Statement of Undertaking is required</p> <p>Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p>
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p>
12.1	<p>Proposals must remain valid for: 180 days after the proposal submission deadline.</p>
12.9 (c)	<p>Consultant's proposed sub-consulting (subcontracting): Maximum percentage of sub-consulting permitted is: Twenty (20%) percent of the total contract amount.</p>
12.10 (d)	<p>Violation of Intellectual Property rights: The Bank requires that candidates, tenderers, subcontractors participating in a tender procedure or a contract under a Bank-financed project shall not violate or have violated any intellectual property rights.</p>
13.1	<p>Clarifications may be requested no later than fourteen (14) days prior to the submission deadline.</p>

	<p>The contact information for requesting clarifications is:</p> <p>The Road Development Agency Plot No.33, Corner of Government and Fairley Roads, Ridgeway, Lusaka, Zambia P.O. Box 50003, Lusaka, Zambia Telephone number: +260-211-253088 / 253002 Facsimile number: +260-211-253408 / 251420</p> <p><i>Electronic mail address:</i> MChilufya@roads.gov.zm copy to rda_hq@roads.gov.zm</p> <p>Attention: The Senior Manager - Procurement</p> <p><u>The Client will respond to clarifications within one week, if tenderers raise specific questions on the tender documents.</u></p> <p><u>Responses to clarifications will be distributed via the RDA website.</u></p> <p><u>Amendments to request for proposals will be distributed via the RDA website and may be published in the local media and in the OJEU.</u></p>
13.3	<p>Add: Clarifications requested by Client</p> <p>The Client shall ask the consultants for any clarification needed to assess the proposals, but no amendment to the substance of the proposal or to the price will be accepted, after the opening of the proposals.</p> <p>All responses to the Clarifications requested by Client must be addressed to address in ITC 13.2.</p>
	<p>Consultants may associate with other Consultants.</p>
14.1.1 (ii)	<p>Maximum Limit of number of members in a JV: Yes <input checked="" type="checkbox"/> Or No----- If "Yes" Maximum number is: Three (03)</p>
14.1.1 (iii)	<p>Minimum share of a member of Joint Venture, Consortium or Association (JV) in the contract shall not be less than ten (10%) percent of the total value of the contract.</p>

14.1.1 (v)	i) The firms in a Joint Venture, (JV) shall be jointly and severally liable.
14.1.2	<p>Estimated input of Experts' time-input: <u>803</u> person-months.</p> <p>Mandating input of National Experts: Yes <input type="checkbox"/> Or No <input checked="" type="checkbox"/></p> <p>If specified "Yes": Minimum National Expert's Time-Input: <u>N/A</u></p>
14.1.3 for time-based contracts only	<p>The Consultant's Proposal must include <u>the minimum</u> Experts' time-input of <u>803</u> person-months. Details of minimum time input for all Experts are provided in Section 7 (TORs).</p> <p>Mandating input of National Experts: Yes <input type="checkbox"/> Or No <input checked="" type="checkbox"/></p> <p>If specified "Yes": Minimum National Expert's Time-Input: <u>N/A</u>.</p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum Expert's time-input, the cost of the missing time-input (expressed in person-month) is calculated as follows:</p> <p>The missing time-input in person months is multiplied by the highest remuneration rate for a Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.</p>
14.1.4 and 27.2	<p>The total available budget for this Fixed-Budget assignment is: Not applicable.</p> <p>Proposals exceeding the total available budget will be rejected: Not applicable.</p>
15.2	<p>The format of the Technical Proposal to be submitted is:</p> <p>FTP <input checked="" type="checkbox"/> or STP <input type="checkbox"/></p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.1	<p>Reimbursable and direct expenses shall include among others the following:</p> <p>(1) <i>a per diem allowance for the short trips to the site for Key Experts, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i></p>

	<p>(2) <i>A Monthly Allowance for foreign Key Experts for which the accommodation in Zambia will be supported by the Consulting firm;</i></p> <p>(3) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i></p> <p>(4) <i>cost of office accommodation, including overheads and back-stop support;</i></p> <p>(5) <i>communications costs;</i></p> <p>(6) <i>cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i></p> <p>(7) <i>cost of reports production (including printing) and delivering to the Client;</i></p> <p>(8) <i>other allowances where applicable and provisional or fixed sums.</i></p>
16.2	<p>A price adjustment provision applies to remuneration rates: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p>Price Adjustment applies to foreign and/or local inflation.</p> <p>Details of the Price Adjustment are provided in Clause 42.3 of the Special Conditions of Contract.</p>
16.3	<p>Information on the Consultant's tax obligations in the Client's country can be found <i>at the Zambia Revenue Authority, Head Office, Revenue House, Kabwe Roundabout, Kalambo Road, LUSAKA, P.O Box 35710, Tel:+260 211 382831,+260 211 382819, https://www.zra.org.zm/contact-us/</i></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, singly or in combination of up to three foreign currencies (internationally tradable currencies).</p> <p>The Financial Proposal should state local costs in the Client's country currency (local currency): Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p>

C. Submission, Opening and Evaluation

17.1	<p>The Consultants shall not have the option of submitting their Proposals electronically.</p>
17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and three (3) copies; one- (1) pdf soft copy saved on CD/DVD/FLASH</p> <p>(b) Financial Proposal: one (1) original and three (3) Copies. One (1) soft copy saved on CD/DVD/FLASH properly sealed and secured together with the hard copies</p> <p>In the event of a discrepancy between the original technical or financial proposal and the PDF files, the original technical and financial proposal prevails.</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date: 28th June, 2024</p> <p>Time: 10:30 hours local time</p> <p>The Proposal submission address is:</p> <p>Tender Box located at Conference Room Road Development Agency, HQ Plot No.33, Corner of Government and Fairley Roads P.O. Box 50003, Lusaka, Zambia, Physical Address, Fairley Road, Plot No. 33, Lusaka, Zambia Fax No. +260-211 253/251420</p> <p>Tender Proposals arriving after the deadline for receipt will not be opened and will be returned unopened.</p>
19.1	<p>An online option of the opening of the Technical Proposals is offered: Yes ___ or No <input checked="" type="checkbox"/> ___</p> <p>The public opening ceremony shall take place at: same as the Proposal submission address.</p> <p>Date: same as the submission deadline indicated in 17.7.</p>

	Time: 10:30 hours local time (Immediately after the time for the submission deadline stated in 17.7)
19.2	In addition, the following information will be read aloud at the public opening ceremony of the Technical Proposals <u> N/A </u>
21.1 [for FTP]	<p>The evaluation of proposals shall be based on the following factors, mainly specified in the sub -criteria:</p> <p>A: Technical Proposal:</p> <ol style="list-style-type: none"> 1. Preliminary Evaluation <ul style="list-style-type: none"> • Section 3. Technical Proposal – Standard Forms- CHECKLIST OF REQUIRED FORMS • Consultants Technical and Financial Capacity; 2. Detailed Evaluation <ul style="list-style-type: none"> • Consultant’s general and specific experience; • Understanding of the terms of reference and scope of the services; • Methodology proposed for the services; • Qualification and experience of key personnel included to render the services; • International, regional and local experience; • Proposed work programme. <p>(1) Preliminary Technical and Financial Capacity Evaluation Requirements</p> <p>Consultants (either individual Consulting companies or JVCA) will initially be evaluated on whether they meet the following technical and financial capacity. Consultants that do not meet the technical and financial capacity requirement, shall not be considered for further evaluation, and the Consultants Request for Proposals submission shall be rejected.</p> <p>A. General Experience: (i) If they have successfully carried out in the last ten (10) years a minimum of two (02) assignments in road transport infrastructure design or design review, as either sole consultant or lead partner in a JVCA or subconsultant or member in a JVCA; (ii) If they have successfully carried out in the last ten (10) years, as either sole consultant or lead partner in a JVCA or</p>

subconsultant or member in a JVCA, supervision of construction services on road construction or road rehabilitation works of a minimum of two (02) contracts. Successfully carried out implies all services performed during the ten (10) years reference that were completed within the period (based on an issued certificate of completion or a reference from a client).

- B. **Specific Experience:** (i) If they have successfully completed in the last ten (10) years, as either sole consultant or lead partner in a JVCA or subconsultant or member in a JVCA, supervision of construction services on a minimum of two similar road contracts, each in excess of 40 km in length and each with a Works value of not less than EURO 30 million; (ii) If they have successfully completed in the last ten (10) years, as either sole consultant or lead partner in a JVCA or subconsultant or member in a JVCA, supervision of construction services on a minimum of two similar road contracts, with a consultancy fee value in excess of EURO 1.0 million. (iii) If they have successfully completed at least one road construction supervision contract in Central Africa, East Africa, or Southern Africa countries. (iv) If they have successfully completed at least one road construction supervision contract which was based on FIDIC Conditions of Contract or equivalent. Successfully completed implies all services performed during the ten (10) years reference that were completed within the period (based on an issued certificate of completion or a reference from a client).

Note:

The maximum number of references of previous experience to be submitted shall not be more than twenty five (25), and should be similar assignments specific to the requirements of this Request for Proposals, and only those successfully completed in the last ten (10) years.

- C. **Financial Capacity:** (i) Consultants must submit evidence in the form of audited balance sheets showing an average annual turnover over for the last five years (2019-2023) of not less than EURO 3.5 million and a ratio of current assets to current liabilities of not less than 1 for the same period of five years, for each year; (ii) Consultants must submit proof of their current financial soundness and prospective long-term profitability. This must be indicated by the submission of audited balance sheets for the period 2019 to 2023 together with

proof of access to liquidity or line of credit amounting to at least EUR 0.5 million to enable mobilisation and commencement of the services. Line of credit may be obtained from any Financial Institution including Insurance Companies.

Note:

In the case of JVCA this requirement must be met as follows: 70% by the Lead Partner and 30% by the other Partner(s). Assessment of the financial soundness and prospective long-term profitability will be based on the achievement as indicated in the submitted balance sheets that no year of the five years has reflected a trading loss, that the requirement for Annual Average Turnover is met over the five year period and that the ratio of Current Assets/Current Liabilities is not less than 1 for each of the five years.

Please complete the following table of financial data⁴ based on your closed annual accounts. If annual accounts are not yet available for the specified years, please provide your latest estimates in the columns marked with **. Figures in all columns must be calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, please provide an explanation of the change as a footnote to the table). Any other clarification or explanation which is judged necessary may also be provided. If the candidate is a public body, please provide equivalent information.

Financial data (EUR)	Year				
	2019	2020	2021	2022	2023**
Annual turnover ⁵ , excluding this contract ⁴					
Current assets ⁶					
Current liabilities ⁷					
Ratio of current assets to current liabilities					

⁴If this application is submitted by a Joint-Venture, the data in the table must be the sum of the data in the corresponding tables in the declarations provided by the JV members.

⁵The gross inflow of economic benefits (cash, receivables, other assets) generated from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year.

⁶A balance sheet account that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquid assets that can be readily converted to cash.

⁷A company's debts or obligations that are due within one year. Current liabilities appear on to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquid assets that can be readily converted to cash..

Below is a checklist in tabular form for the Technical and Financial capacity requirements: An additional Checklist is provided in Section 3. Technical Proposal – Standard Forms- CHECKLIST OF REQUIRED FORMS.

Preliminary Requirements Number	Single Entity	JVCA		
		All Partners Combined	Each Partner	Lead Partner
1. A. (i)	Must meet requirement	Must meet requirement	Not necessary unless the Lead Partner does not meet the full requirement)	Must meet at least one of the two assignment requirements
1. A. (ii)	Must meet requirement	Must meet requirement	Not necessary unless the Lead Partner does not meet the full requirement)	Must meet at least one of the two assignment requirements
1. B. (i)	Must meet requirement	Must meet requirement	Not necessary unless the Lead Partner does not meet the full requirement.	Must meet at least one of the two assignment requirements

1. B. (ii)	Must meet requirement	Must meet requirement	Not necessary unless the Lead Partner does not meet the full requirement.	Must meet at least one of the two assignment requirements
1. B. (iii)	Must meet requirement	Must meet requirement	At least one partner must meet requirement	N/A
1. B. (iv)	Must meet requirement	Must meet requirement	At least one partner must meet requirement	N/A
1. C. (i)	Must meet requirement	Must meet requirement	Each partner must meet a minimum of 30%	Must meet a minimum of 70%
1. C. (ii)	Must meet requirement	Must meet requirement	Each partner must meet a minimum of 30%	Must meet a minimum of 70%

(2) Detailed Technical Evaluation Requirements

Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:

(i) **Experience of the Consultant (as a firm) relevant to the Assignment:**

Criteria / Sub - criteria	Points
a) Experience of the firm (General Experience as required under – ITC21.1)	2
b) Assignments of similar nature (Specific Experience as required under - ITC 21.1)	6
c) Experience in the region i.e. Central African countries, East African countries, and Southern African countries	2
Total points for criterion (i)	10

(ii) **Adequacy and quality of the proposed methodology, and work plan/programme in responding to the Terms of Reference (TORs):**

Criteria / Sub - criteria	Points
a) Technical approach and methodology	10
b) Work plan / Programme	5
c) Organization and staffing	5
Total points for criterion (ii)	20

The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts and the understanding of the terms of reference and scope of the services by the consultant.

(iii) **Key Experts' qualifications and competence for the Assignment:**

No.	Expert Name / Position	Number of Experts Required	Points
KE-1	Chief Resident Engineer Lots 1&2	1	12
KE-2	Resident Engineer Lot 1	1	10
KE-2	Resident Engineer Lot 2	1	10
KE-3	ARE/Bridge & Drainage Engineer Lot 1	1	6
KE-3	ARE/Bridge & Drainage Engineer Lot 2	1	6
KE-4	Pavement/Materials Engineer Lot 1	1	5
KE-4	Pavement/Materials Engineer Lot 2	1	5
KE-5	Contract and Procurement Specialist Lots 1&2	1	4
KE-6	Quality, Measurements & Quantities Engineer Lots 1&2	1	4
KE-7	Site Surveyors Lot 1	1	4
KE-7	Site Surveyor Lot 2	1	4
	Total points for criterion (iii)		70

Note: Consultants should only propose and provide the CV's for Key Experts, who shall be evaluated as per the requirements of this RFP.

(iv) **Senior Non-Key Experts' Requirements**

No.	Expert Name / Position	Number of Experts Required

SNK-1	Materials Technician Lot 1	1
SNK-1	Materials Technician Lot 2	1
SNK-2	Inspectors of Works Lot 1	1
SNK-2	Inspectors of Works Lot 1	1
SNK-2	Inspectors of Works Lot 2	1
SNK-2	Inspectors of Works Lot 2	1
SNK-3	H&S and Environmental Officer Lot 1&2	1
SNK-4	Traffic Safety Officer Lot 1&2	1
SNK-5	Road Safety Specialist Lot 1&2	1
SNK-6	Resettlement and Social Development Specialist Lot 1&2	1

Note: Non-Key Experts (both Senior and Junior) shall not be evaluated. However, the successful Consultant shall be required to submit the CV's of all Non-Key Experts (both Senior and Junior) to the Client for approval, prior to appointment of the said Non-Key Experts.

- (v) **Experts as required for Phase I: Works Tender and Pre-Mobilisation Phase (Inception Phase) and Phase II: Construction Supervision Phase - Lot 1 & 2**

Phase I: Works Tender and Pre-Mobilisation Phase (Inception Phase)

No.	Expert Name / Position	Number of Experts Required
KE-1	Chief Resident Engineer	1
KE-2	Resident Engineer/Road Design Engineer	1
KE-5	Contract and Procurement Specialist	1
SNK-3	H&S and Environmental Officer	1
SNK-5	Road Safety Specialist	1

Phase II: Construction Supervision Phase Lot 1 and Lot 2

No.	Expert Name / Position	Number of Experts Required
KE-1	Chief Resident Engineer Lots 1&2	1
KE-5	Contract and Procurement Specialist Lot 1&2	1

KE-6	Quality, Measurements & Quantities Engineer Lot 1&2	1
SNK-3	H&S and Environmental Officer Lot 1&2	1
SNK-4	Traffic Safety Officer Lot 1&2	1
SNK-5	Road Safety Specialist Lot 1&2	1
SNK-6	Resettlement and Social Development Specialist Lot 1&2	1

Phase II: Construction Supervision Phase Lot 1

No.	Expert Name / Position	Number of Experts Required
KE-2	Resident Engineer Lot 1	1
KE-3	ARE/Bridge & Drainage Engineer Lot 1	1
KE-4	Pavement/Materials Engineer Lot 1	1
KE-7	Site Surveyor Lot 1	1
SNK-1	Materials Technician Lot 1	1
SNK-2	Inspectors of Works Lot 1	2

Phase II: Construction Supervision Phase Lot 2

No.	Expert Name / Position	Number of Experts Required
KE-2	Resident Engineer Lot 2	1
KE-3	ARE/Bridge & Drainage Engineer Lot 2	1
KE-4	Pavement/Materials Engineer Lot 2	1
KE-8	Site Surveyor Lot 2	1
SNK-1	Materials Technician Lot 2	1
SNK-2	Inspectors of Works Lot 2	2

The number of points to be assigned to each of the Key Expert positions in (iii) above, shall be determined considering the following three sub-criteria and relevant percentage weights:

- 1) General qualifications (general education, training, and experience): 20 %.
- 2) Adequacy for the Assignment (relevant education, training, experience in the road sector and performing similar assignments for the proposed position): 70%.
- 3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.) Experience of working in following countries will be counted as Experience in Region: Central African countries, East African countries, and Southern African countries: 10 %.

Total weight: 100%

(vi) Participation by nationals among proposed Key Experts: Zero (0) points

Calculated as a ratio of the national Key Experts' time-input (in person-months) to the total number of Key Experts' time-input (in person-months) in the Consultant's Technical Proposal.

Total points for the evaluation criteria: 100

The minimum technical score (St) required to pass is: 80

The Rating Scale to be used in the Detailed Technical Evaluation Criteria will be as follows:

- (i) Specific experience of the Consultant (as a firm) relevant to the Assignment:

Grade (Level of Responsiveness)	Percentage Rating	Comment
Excellent	80 -100	Exceptional submissions, submission above the requirements
Good	75 - 79	Meets the requirements
Average (Fair)	60 - 74	Submissions slightly below requirements

- (ii) Others - (ii)Adequacy and quality of the proposed methodology, and work plan/programme in responding to the Terms of Reference (TORs), (iii)Key Experts' qualifications and competence for the Assignment

	<table border="1"> <thead> <tr> <th data-bbox="475 208 703 277">Grade (Level of Responsiveness)</th> <th data-bbox="703 208 884 277">Percentage Rating</th> <th data-bbox="884 208 1453 277">Comment</th> </tr> </thead> <tbody> <tr> <td data-bbox="475 277 703 347">Excellent</td> <td data-bbox="703 277 884 347">90-100</td> <td data-bbox="884 277 1453 347">Exceptional submissions, above the requirements</td> </tr> <tr> <td data-bbox="475 347 703 405">Good</td> <td data-bbox="703 347 884 405">80-89</td> <td data-bbox="884 347 1453 405">Meets the requirements</td> </tr> <tr> <td data-bbox="475 405 703 454">Average (Fair)</td> <td data-bbox="703 405 884 454">75 - 79</td> <td data-bbox="884 405 1453 454">Submissions slightly below requirements</td> </tr> <tr> <td data-bbox="475 454 703 504">Below Average</td> <td data-bbox="703 454 884 504">40 < 74</td> <td data-bbox="884 454 1453 504">Submissions way below the requirements</td> </tr> <tr> <td data-bbox="475 504 703 562">Poor</td> <td data-bbox="703 504 884 562">0 -39</td> <td data-bbox="884 504 1453 562">Submissions does not meet the requirements</td> </tr> </tbody> </table>	Grade (Level of Responsiveness)	Percentage Rating	Comment	Excellent	90-100	Exceptional submissions, above the requirements	Good	80-89	Meets the requirements	Average (Fair)	75 - 79	Submissions slightly below requirements	Below Average	40 < 74	Submissions way below the requirements	Poor	0 -39	Submissions does not meet the requirements
Grade (Level of Responsiveness)	Percentage Rating	Comment																	
Excellent	90-100	Exceptional submissions, above the requirements																	
Good	80-89	Meets the requirements																	
Average (Fair)	75 - 79	Submissions slightly below requirements																	
Below Average	40 < 74	Submissions way below the requirements																	
Poor	0 -39	Submissions does not meet the requirements																	
<p>21.1 [for STP]</p>	<p>B Financial Proposal</p> <ul style="list-style-type: none"> The proposed price. <p>Criteria, sub-criteria, and point system for the evaluation of the Simplified Technical Proposals are: Not Applicable</p>																		
<p>23.4</p>	<p>Public Opening of Financial Proposals</p> <p>An online option of the opening of the Financial Proposals is offered: Yes ___ or No <input checked="" type="checkbox"/>.</p>																		
<p>23.5</p>	<p>Following the completion of the evaluation of the Technical Proposals, the Client will give timely notification to all Consultants of the location, date and time of the public opening of Financial Proposals.</p>																		
<p>25.1</p>	<p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident Experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>																		
<p>26.1</p>	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: Euros</p> <p>The official source of the selling (exchange) rate is: The Bank of Zambia.</p>																		

	<p>For comparison of Bids, Bids that are not priced in Euros will first be converted into Zambia Kwacha and then into Euros using the mid-rates.</p> <p>The date of the exchange rate is: thirty six (36) days prior to the latest deadline for submission of proposals</p>
<p>27.1 (QCBS only)</p>	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, 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:</p> <p>T = 80, and P = 20</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
<h2>D. Negotiations and Award</h2>	
<p>28.1</p>	<p>Expected date and address for contract negotiations:</p> <p>Date: 15th November, 2024</p> <p>Address:</p> <p>The Road Development Agency, Plot No.33, Corner of Government and Fairley Roads, Ridgeway, P.O. Box 50003, Lusaka, Zambia, Telephone number:+260-211-253088 / 253002; Facsimile number: +260-211-253408 / 251420</p>
<p>30.1</p>	<p>The Client will not proceed with the contract signature until the expiry of the ten (10) calendar days) from the date on which the contract award notification is sent to the consultants.</p>

32.1	Consultants shall submit the EIB Environmental and Social Covenant (E&S Covenant), Covenant of Integrity, Signed Fraud and Corruption Declaration, as part of the Technical Proposal
34.2	<p>Expected date for the commencement of the Services:</p> <p>Date: Twenty Eight (28) days after Contract Signing and issuance of commencement order by the client, at:</p> <p>The Road Development Agency, Plot No.33, Corner of Government and Fairley Roads, Ridgeway, P.O. Box 50003, Lusaka, Zambia,</p> <p>Telephone number: +260-211-253088 / 253002; Facsimile number: +260-211-253408 / 251420</p>
35.1	<p>The procedures for making a Procurement-related Complaint are detailed in the Guide to Procurement for projects financed by the EIB, September 2018.</p> <p>The Consultant should alert the Client in writing, with a copy to the European Investment Bank to procurementcomplaints@eib.org, in case they should consider that certain clauses or provisions of the RFP might limit international competition or introduce an unfair advantage to some consultants."</p> <p>If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures to the client, in writing (by the quickest means available, such as by email in accordance with the following:</p> <p>Following the notification of decision to award there will be a standstill period of 10 days to facilitate the submission of any complaints concerning the procurement process.</p> <p>Formal complaints should be submitted to:</p> <p>The Director and Chief Executive Officer The Road Development Agency, Plot No.33, Corner of Government and Fairley Roads, Ridgeway, P.O. Box 50003, Lusaka, Zambia, Telephone number: +260-211-253088 / 253002; Facsimile number: +260-211-253408 / 251420</p> <p>with copies to:</p> <p>Zambia Public Procurement Authority</p>

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

Phone: 0211 377 400

Website: www.zppa.org.zm

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

Contact person: Director General

and also copies to:

The EIB Procurement Complaints Committee

Email: procurementcomplaints@eib.org .

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

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

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

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

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

Complainants who wish to challenge Promoters' actions or decisions should address their concerns to Promoters and/or the relevant review bodies (normally national remedy mechanisms), in line with applicable provisions. Tenderers are encouraged to make use of these recourses to raise their concerns in a timely manner, and may copy the Bank in such

complaints. In this regard, if a bidder wishes to protest against a decision made by a Borrower or the Bank with regards to the procurement process or wishes to inform the Bank that the Bank's procurement rules and/or provisions of the bidding documents have not been complied with, an email can be sent to the following address:

The EIB Procurement Complaints Committee

Email: procurementcomplaints@eib.org .

Section 3. Technical Proposal – Standard Forms

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

CHECKLIST OF REQUIRED FORMS

Required for FTP or STP ✓		FORM	DESCRIPTION	<i>Page Limit</i>
FTP	STP			
✓	✓	TECH-1	Technical Proposal Submission Form.	
✓ If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
✓ If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
✓		TECH-2	Consultant's Organization and Experience.	
✓		TECH-2A	A. Consultant's Organization	
✓		TECH-2B	B. Consultant's Experience	
✓		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
✓		TECH-3A	A. On the Terms of Reference	
✓		TECH-3B	B. On the Counterpart Staff and Facilities	
✓	✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
✓	✓	TECH-5	Work Schedule and Planning for Deliverables	
✓	✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV).	
✓	✓	TECH -6a	CV's accompanied with signed Statement of Exclusivity and Availability for each Key Expert. The Statements must be signed by respective Key Experts.	

✓	✓	TECH-7a	Code of Conduct (ES)	
✓	✓	TECH-7b	The EIB Environmental and Social Covenant (E&S Covenant)	
✓	✓	TECH-8	Covenant of Integrity	

All pages of the original Technical and Financial Proposal shall be 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 (RFP) dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: "We are hereby submitting our Proposal, which includes this Technical Proposal and a 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 a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy [insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"] signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

[OR

If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: [Insert a list with full name and address of each Sub-consultant.]

We hereby declare that:

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

- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We, all parties constituting the Consultant, including any individuals and firms, subcontractors (sub consultants) or suppliers, joint ventures, consortiums, or association (JV), and their individual members for the purpose of any part of the Contract meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank's policy in regard to Fraud and Corruption as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the by the EU Institutions or any major Multi-lateral Development Bank (including World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank). Further, we are not ineligible under the Client's country laws or official regulations or pursuant to a decision of the United Nations Security Council.,
- (f) We acknowledge that if we are subject to an exclusion decision by the European Investment Bank (EIB), we will not be eligible to be awarded a contract to be financed by the EIB.
- (g) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (h) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.
- (i) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 34.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative) [In full and initials]:

Full name: [insert full name of authorized representative]

Title: [insert title/position of authorized representative]

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

Capacity: [insert the person's capacity to sign for the Consultant]

Address: [insert the authorized representative's address]

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

Email: [insert the authorized representative's email address]

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

FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership. *[If required under Data Sheet ITC 32.1, the successful Consultant shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

B - Consultant's Experience

3. The maximum number of references of previous experience to be submitted shall not be more than twenty five (25), and should be similar assignments specific to the requirements of this Request for Proposals, and only those successfully completed in the last ten (10) years. List specific and general experience as required under ITC 21.1 of the Bidding data Sheet.
4. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant's individual Experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ equivalent) / Amount paid to your firm	Role on the Assignment
{e.g., Jan.2017–Apr.2018}	{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 2018}	{e.g., "Support to sub-national government....." : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

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

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

A - On the Terms of Reference

[Improvements to the Terms of Reference, if any]

B - On Counterpart Staff and Facilities

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

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

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

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

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

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

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks [*Note to Client: add the following for supervision of civil works or plants contracts:* (including the Environmental, Social (ES) aspects) to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

FORM TECH-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 *[Note to Client: add the following for supervision of civil works or plants contracts:* (including the Environmental, Social (ES) aspects) 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) delivery of final report to Client}												
D-2	{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 EXPERTS' INPUTS

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

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

 Full time input

 Part time input

**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 information 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. Hbbbb, deputy minister}		

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

Experts contact information : (e-mail, phone.....)

Certification:

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

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

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

Signature

Date

**FORM TECH-6A
(CONTINUED)**

STATEMENT OF EXCLUSIVITY AND AVAILABILITY¹

¹ To be completed by all key experts.

STATEMENT OF EXCLUSIVITY AND AVAILABILITY²

PUBLICATION REF:

I, the undersigned, hereby declare that I agree to participate **exclusively** with the tenderer [*insert name*] in the above-mentioned service tender procedure. This includes that I will not be proposed as a replacement expert in this tender procedure. I declare that I am able and willing to work for the period(s) set for the position for which my CV has been included if this tender is successful, namely:

From	To	Availability

I confirm that I do not have a confirmed engagement³ as key expert in another EU/EDF/EIB-funded project, or any other professional activity, incompatible in terms of capacity and timing with the above engagements.

By making this declaration, I understand that I am not allowed to offer my services as an expert to any other tenderer participating in this tender procedure. I am fully aware that if I do so, I will be excluded from this tender procedure, the tenders will be rejected, and I may also be subject to exclusion from other EIB tender procedures and contracts.

Furthermore, should this tender be successful, I am fully aware that if I am not available at the expected start date of my services for reasons other than ill-health or force majeure, the tenderer may be subject to exclusion from other EIB tender procedures and contracts and that the notification of award of contract to the tenderer may be rendered null and void.

I also declare that I am not in a situation of conflict of interest or unavailability and commit to inform the tenderer(s) of any change in my situation.

I acknowledge that I have no contractual relations with the Contracting Authority and in case of dispute concerning my contract with the Contractor I shall address myself to the latter and/or to the competent jurisdictions.

Name	
-------------	--

² To be completed by all key experts.

³ The engagement of an expert is confirmed if the expert is committed to work as a key expert under a signed contract financed by the EU general budget or the EDF or if he/she is a key expert in a tender which has received a notification of award. The date of confirmation of the engagement in the latter case is that of the notification of award to the Contractor.

Signature	
Date	

Form TECH-7a (for FTP & STP)

Code of Conduct for Experts (ES) Form

CODE OF CONDUCT FOR EXPERTS

We are the Consultant, *[enter name of Consultant]*. We have signed a contract with *[enter name of Client]* for *[enter description of the Services]*. These Services will be carried out at *[enter the Site and other locations as appropriate]*. Our contract requires us to implement measures to address environmental and social risks related to the Services, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Services. It applies to all Experts at the Site or other places where the Services are being carried out.

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

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

REQUIRED CONDUCT

Experts shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Experts and any other person;
3. maintain a safe working environment including by:
 - a. ensuring that workplaces, equipment and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment; and
 - c. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;

5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, Contractor's Personnel or Client's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client, or who makes use of grievance mechanism for Experts or the project's Grievance Redress Mechanism.

RAISING CONCERNS

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

1. Contact [*enter name of the Consultant's social expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Consultant to handle these matters*] in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Consultant's hotline (*if any*) and leave a message.

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR EXPERT:

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

Name of Expert: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Consultant:

Signature: _____

Date: (day month year): _____

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

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM**BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)**

The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

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

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

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

- An Expert comment on the appearance of another Expert (either positive or negative) and sexual desirability.
- When An Expert complains about comments made by another Expert on his/her appearance, the other Expert comment that he/she is “asking for it” because of how he/she dresses.
- Unwelcome touching of an Expert or Employer’s Personnel by another Expert.
- An Expert tells another Expert that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

Form TECH-7b (for FTP & STP)

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

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

Labour standards. We further commit to the principles of the eight Core ILO standards¹⁹ pertaining to: child labour, forced labour, non-discrimination and freedom of association and the right to collective bargaining. We will (i) pay rates of wages and benefits and observe conditions of work (including hours of work and days of rest) which are not lower than those established for the trade or industry where the work is carried out; and (ii) keep complete and accurate records of employment of workers at the site.

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

Occupational and Public Health, Safety and Security. We commit to (i) complying with all applicable health and safety at work laws in the country of implementation of the contract; (ii) developing and implementing the necessary health and safety management plans and systems, in accordance with the measures defined in the Project's Environmental and Social Management Plan (ESMP) and the ILO Guidelines on occupational safety and management systems²⁰; (iii) providing workers employed for the project access to adequate, safe and hygienic facilities as well as living quarters in line with the provisions of Standard 9 of the EIB's Environmental and Social Handbook for workers living on-site; and (iv) using security management arrangements that are consistent with international human rights standards and principles, if such arrangements are required for the project.

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

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

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

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

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

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

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

Address: {insert the authorized representative's address}

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

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

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

Notes:

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

20 http://www.ilo.org/safework/info/standards-and-instruments/WCMS_107727/lang--en/index.htm

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

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

Form TECH-8 (for FTP & STP)

Covenant of Integrity

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

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

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

If (i) we have been, or any such director, employee, agent or joint venture partner, where this exists, acting as aforesaid has been, convicted in any court or sanctioned by any authority of any offence involving a Prohibited Conduct in connection with any tendering process or provision of works, goods or services during the five years immediately preceding the date of this Covenant, or (ii) any such director, employee, agent or a representative of a joint venture partner, where this exists, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Conduct, or (iii) we have been, or any of our directors, employees, agents or joint venture partners, where these exist, acting as aforesaid has been excluded or otherwise sanctioned by the EU Institutions or any major Multi-lateral Development Bank (including World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank) from participation in a tendering procedure on the grounds of Prohibited Conduct, we give details of that conviction, dismissal or resignation, or exclusion below,

together with details of the measures that we have taken, or shall take, to ensure that neither this company nor any of our directors, employees or agents commits any Prohibited Conduct in connection with the Contract [give details if necessary].

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

We grant [indicate the name of the Project Promoter], the European Investment Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right to inspect and copy our books and records and those of all our sub-contractors under the Contract. We accept to preserve these books and records generally in accordance with applicable law but in any case for at least six years from the date of tender submission and in the event we are awarded the Contract, at least six years from the date of substantial performance of the Contract.”

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

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

Address: {insert the authorized representative’s address}

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

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

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

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

Section 4. Financial Proposal - Standard Forms

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

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

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method
- FIN-4 Reimbursable and Direct Expenses

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

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

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

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

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

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

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

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

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

Address: {insert the authorized representative's address}

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

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

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

FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used}			
	<i>{Insert Foreign Currency # 1}</i>	<i>{Insert Foreign Currency # 2, if used}</i>	<i>{Insert Foreign Currency # 3, if used}</i>	<i>{Insert Local Currency, if used and/or required (16.4 Data Sheet)}</i>
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
(3) Direct expenses				
Total Cost of the Financial Proposal: <i>{Should match the amount in Form FIN-1}</i>				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(i) <i>{insert type of tax e.g., VAT or sales tax}</i>				
(ii) <i>{e.g., income tax on non-resident experts}</i>				
(iii) <i>{insert type of tax}</i>				
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 ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Remuneration _____								
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
—	Key Experts							
KE-1			[Home]					
			[Field]					
KE-2								
—	Non-Key Experts (Senior and Junior)							
SN K-1			[Home]					

			[Field]					
SN K-2				_____				

JN K-1				_____				
	Total Costs							

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

(i) Review of Remuneration Rates

- a. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- b. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- c. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- d. Rate details are discussed below:
 1. Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
 2. Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

3. Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
4. Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

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

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

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

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

from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

United Nations Development Program (UNDP) standard rates for the particular country may be used as reference to determine subsistence allowances.

8. Payment for the inputs and any other costs during the Inception Phase, including the resources, inputs and materials to satisfy the requirements of the "Directive to the Engineer", are to be compensated through the lump sum item provided for in the Inception Phase and Directive to Engineer pay item. Payment will be made on an equal pro rata basis against the successful completion of each of the five milestones in Clause 4.2 of Section 7 (Terms of Reference).

Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

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

(Expressed in {insert name of currency*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour 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 AND DIRECT EXPENSES

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

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

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

C. Direct Expenses								
N°	Type of Direct 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}
—	Inception Phase and Directive to the Engineer	L. Sum		<u>1</u>				
—	Fixed cost for Lessons Learnt and Final Completion Reports	<u>Fixed Sum</u>	50,000.00	<u>50,000.00</u>				
—	Other	_____						

	_____				_____			

	_____				_____			
Total Costs								

Section 5. Eligible Countries

Eligibility for the Provision of Consulting Services in Bank Financed Procurement

Eligibility of Suppliers of the Services.

For the purpose of ITC 6.1,

The Eligibility criteria are set in accordance with the EIB's Guide to Procurement September 2018 ("EIB GtP"). The establishment of the short-list, the selection procedures, and the subsequent tender procedures, shall be carried out in accordance with the EIB GtP September 2018, which is available on the EIB's website: <http://www.eib.org/en/infocentre/publications/all/guide-to-procurement.htm> .

Section 1.2 of the EIB GtP states that "*Firms originating from all countries of the world are eligible to tender for works, goods and services contracts.*".

Firms originating from all countries of the world are eligible to tender for these services.

In reference to ITC 6.3.2, for the information of Consultants, at the present time firms, goods and services from the following countries are excluded from this selection: Not Applicable.

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

Under the ITC 6.3.2 (b): none.

Section 6. Fraud and Corruption

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

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

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

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

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

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

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

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

The Exclusion Policy may be found at:

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

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

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

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

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

Further, Applicants should note the following:

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

Section 7. Terms of Reference

CONSULTANCY SERVICES FOR THE CONSTRUCTION SUPERVISION OF THE REHABILITATION OF 161.5KM OF THE GREAT NORTH ROAD (T2) - FROM MPIKA TO CHINSALI IN MUCHINGA PROVINCE OF ZAMBIA

1. BACKGROUND

The Great North Road (T2) Upgrade Project consists of the upgrade of about 372 km of the Great North Road (GNR) (T2) from Mpika to Nakonde in the Muchinga Province in North-Eastern Zambia. The T2 is one of the six international trunk roads connecting Zambia with the neighbouring countries of Tanzania and Zimbabwe.

The road, which is part of the Southern Africa Development Community (SADC)'s North-South Corridor (NSC), the Common Market for Eastern and Southern Africa (COMESA)'s Dar Tazara Corridor and the Trans-Africa Highway, and is a major regional transport corridor carrying significant international cargo and bulk commodities.

The project is a national priority for Zambia, and was also prioritized at regional level by the Tripartite - consisting of COMESA, SADC and East African Community (EAC) – as well as the Programme for Infrastructure Development in Africa (PIDA). The project is to be co-financed with the African Development Bank (AfDB), the Africa Growing Together Fund (AGTF), the European Union (EU) through a blending mechanism including a significant grant allocation from the African Investment Facility (AIF), and the Government of the Republic of Zambia (GRZ).

The Government of Zambia has received financing under a loan from the European Investment Bank (EIB) and a grant from the European Union (European Development Fund under the Africa Investment Facility) towards the cost of upgrading approximately 161.5km of the Great North Road (T2) and intends to apply part of the amount to payment under the contract for supervision of construction consultancy services of the entire 161.5km of the upgrade Works. The Works and Services contracts will both be implemented through the Road Development Agency (RDA).

The contract for supervision of construction consultancy services is expected to start not earlier than June 2025 with an estimated total duration of 63 months (Inception Phase of 3 months, Construction Supervision Period of 36 months, and Defects Notification Period of 24 months).

The law applicable to the tendering procedure for the Civil works is the Zambia Public Procurement Act No. 8 of 2020 as amended, in conjunction with the EIB Guide to Procurement for projects financed by the EIB ("EIB GtP") (September 2018), which can be found at the following website:

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

The civil Works will be procured in accordance with EIB's Guide to Procurement (September 2018) aligned with the national law. The General Conditions of Contract for the Civil Works is the FIDIC Conditions of Contract for Construction MDB Harmonised Edition, 2005. A consulting firm (the Consultant) will be recruited to provide the services and assist the Road Development Agency, (the Employer) with project implementation.

2. OBJECTIVES

The primary objective of the consultancy services is to provide assistance to the Client during the Works Contracts tender process and to carry out the supervision of the rehabilitation of 161.5km of the Great North Road (T2) - from Mpika to Chinsali, in Muchinga Province of Zambia, including technical and financial supervision, contract management and to ensure that the Works are carried out in accordance with the respective contract specifications and to the satisfaction of the implementing agency. The 162km rehabilitation construction Works are divided into two Lots:

Lot 1: GREAT NORTH ROAD (T2) REHABILITATION PROJECT, MPIKA TO CHINSALI: ROAD SECTION FROM Km 4+100 TO Km 86+770, MPIKA (MAZINGO HOTEL) TO SHIWAN'GANDU JUNCTION (D53/T2 JUNCTION) – 82.67km

Lot 2: GREAT NORTH ROAD (T2) REHABILITATION PROJECT, MPIKA TO CHINSALI: ROAD SECTION FROM Km 86+770 – Km 165+646 SHIWAN'GANDU JUNCTION (D53/T2 JUNCTION) – CHINSALI JUNCTION (RD58/T2 JUNCTION) - 78.88km

Although the primary objective of the supervision services is to simultaneously carry out the supervision on both Works Lots, it should be noted that there may be a staggering in the timing of the mobilisation of the selected Consultant on the two Lots, depending on the timing of mobilisation of the Works Contractor on each Lot.

Once the Works are completed, it is expected to improve road safety on the rehabilitated sections and to contribute to poverty reduction in the area by promoting socio-economic development.

3. PROJECT DESCRIPTION

The existing road is generally in the range of 5.8 m to 6.1 m wide, with single carriageway in each direction, plus 1.0 to 1.5 m wide sealed shoulders. There are significant edge breaks with notable differences in height between the pavement layer of the road and the shoulders, which reduce the original lane width in numerous locations and pose dangers to road users.

The Works in general will consist of rehabilitation and widening of the existing road to 7.0 m (2 by 3.5m wide single carriageway in each direction) with 2.0 m surfaced shoulders on either side, except in zones with climbing lanes or bus bays where the shoulder width will be 1.0m. There is to be a 0.5m berm on either side, hence the total new road platform will be 12m wide. There will be only marginal changes in the geometric alignment within the existing 100m Right of Way. There are no new designed bridges on the Mpika to Chinsali section of the T2 road, nor any new portal culvert structures. The expected pavement design life of the new road is 20 years.

The project calls for:

- Widening of the surfaced road from the existing 8 - 9 m to 11m,
- Reworking of existing base and surfacing to subbase, and addition of new crushed stone base, asphalt concrete base course and 60mm asphalt concrete wearing course,
- Lengthen and repair of existing culverts,
- Installation of guard rails and road safety improving measures in built up areas, including speed humps and physical separation of pedestrians and passing traffic,
- Installation of solar powered street lighting in selected areas,
- Construction of lay bays, bus bays and hard standing parking areas as part of the road widening,
- Erection of road signs and provision of permanent road markings and road studs,
- Demolition of and removal of debris and material from existing houses and other structures within the 100m wide Right of Way, and construction of boreholes, foot walks and improvements at Police or Military Checkpoints.
- Construction of new junctions and construction of roundabouts at selected locations.

Zambia is located in Central Africa and the capital is Lusaka. Mpika is approximately 648 km from Lusaka and Chinsali Junction is approximately 166 km from Mpika and 814 km from Lusaka. Mpika is located on the T2 and Chinsali is located 11km from the Chinsali T2/RD58 Junction. Both Mpika and Chinsali may be accessed on the Great North Road (T2) via Kabwe, Kapiri Mposhi, Mkushi and Serenje.

The rainy season in Zambia is from November to March and the wettest areas are the northern ones, namely, the North-Western Province, the Copperbelt Province, the Northern Province and the Muchinga Province, where precipitation exceeds 1,000 millimeters (40 inches) per year, and in some areas, it can reach 1,400 mm (55 in).

Below are geographical maps showing the location of Zambia in Central Africa, the location of Mpika and Chinsali in relation to Lusaka, and the Project Road from Mpika to Chinsali, split into the two Work Lots; namely from Mpika to Shiwan'gandu and from Shiwan'gandu to Chinsali T2/RD58 Junction.



Figure 1: Central Africa and Zambia



Figure 2: Zambia and position of Lusaka, Mpika (Project Start) and Chinsali T2/RD58 Junction (Project End)

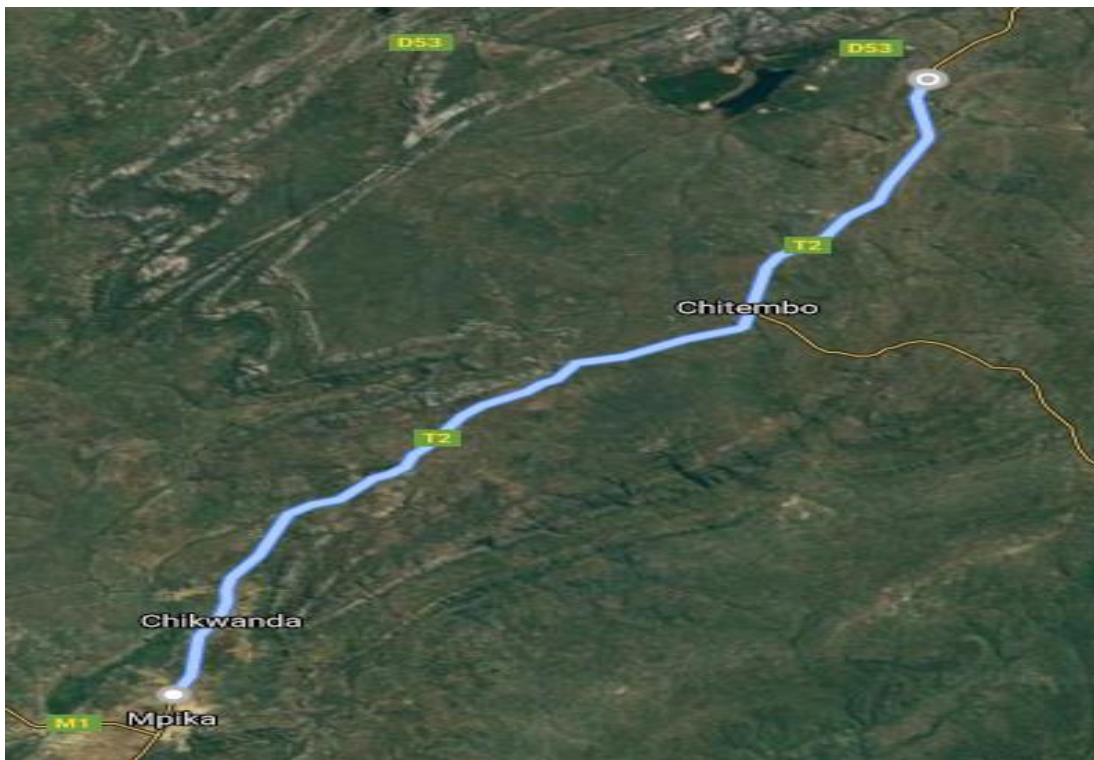


Figure 3; Lot 1 - Mpika to Shiwan'gandu Junction (D53/T2 Junction)

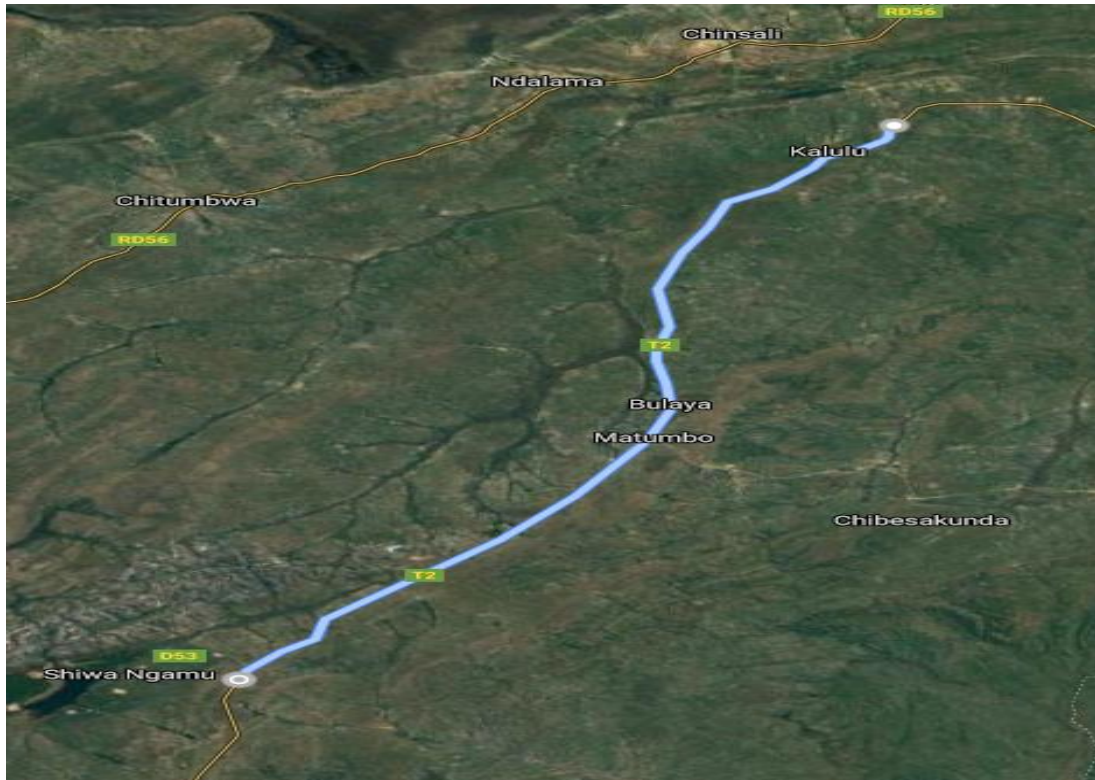


Figure 4: Lot 2 - Shivan'gandu Junction (D53/T2 Junction) to Chinsali T2/RD58 Junction

4. SCOPE OF SERVICES - CONSTRUCTION SUPERVISION

It is noteworthy that each project is unique, and hence has its own specific Terms of Reference (ToR). The starting point is for the Consultant to make a thorough review and have a clear understanding of this guiding ToR. It is expected that the Consultant should carry out a comparative analysis of this "guiding ToR" against the actual services required, to derive a cost-effective solution to the problems and needs of this assignment.

1. Road Safety Star Rating Assessment

Conduct a baseline road safety star rating in line with the International Road Assessment Programme (iRAP) protocol on the existing road (pre-construction), and conduct a road safety star rating in line with the iRAP protocol on the final design.

The iRAP is a registered charity dedicated to saving lives by eliminating high risk roads throughout the world. Like many life-saving charities working in the public health arena, we use a robust, evidence-based approach to prevent unnecessary deaths and suffering. iRAP works in partnership with governments, road authorities, mobility clubs, development banks, NGOs and research organisations to:

- Inspect high-risk roads and develop Star Ratings, Risk Maps and Safer Roads Investment Plans
- Provide training, technology and support that will build and sustain national, regional and local capability
- Track road safety performance so that funding agencies can assess the benefits of their investments.

iRAP has released its [Plan for the Second Decade of Action for Road Safety](#) to save 2,000,000+ people from death or injury, make 200,000+km of roads safer and influence USD\$200 billion of road infrastructure investment to save lives in the next 10 years. iRAP's Plan is aligned to the [Global Plan for the Decade of Action](#) launched in October 2021, of which achieving 3-star or better journeys is one of 5 key areas for action.

The Consultant shall as its first activity be expected to carry out a road safety star rating for the road corridor with the intention to recommend and suggest changes in the Works Contract to prevent unnecessary deaths and suffering on the road corridor in accordance with the Plan for the Second Decade of Action for Road Safety.

2. Works Tender and Pre-Mobilisation Phase (Inception Phase)

The Scope of Services during the Works Tender and Pre-Mobilisation Phase (Inception Phase) shall include but not limited to the following:

- a) At the commencement of the Works Tender and Pre-Mobilisation Phase (Inception Phase), the Consultant shall be expected to perform a short review of the Works Contract bidding documents for both Works Lots, to ensure completeness of the bidding documents, and compliance with EIB Standards and Guide to Procurement.
- b) The Consultant shall also incorporate their recommendations from the baseline road safety star rating in the bidding documents and specifications. Any contradictions, discrepancies, errors or missing data shall be immediately reported to the Client, with recommendations on changes and/or improvements.
- c) During the Inception Phase, the Consultant shall also assist the Client in the design review of the pavement structure (assessing future traffic against the pavement structure's capabilities), tender process with the prequalified bidders for the two separate Works Contracts, on such matters as site visit(s), queries, clarifications, tender opening evaluation of the tenders, and any contentious issues and/or conditions which may have to be imposed. This process, and hence the commencement of the Consultancy Services, will only commence once the no objection has been received from the EIB. The Consultant will not be involved in the process of prequalification of bidders. During evaluation of the Tenders, the Consultant shall propose one Expert

who is conversant with the EIB Guide to Procurement for projects financed by the EIB ("EIB GtP") (September 2018) and Zambia Public Procurement Act No. 8 of 2020 as amended, to participate in the evaluation process for the two (2) Works Contracts as an OBSEVER. The Consultant's representative shall only participate as an OBSERVER and or advise the client's evaluation team on matters that they would need clarifications. The expert shall not have any right to vote and or score during the evaluation process.

- d) Minutes shall be taken and records kept of all site visit(s). If necessary, adjustments will be made to the contract documents to cover all aspects involving changes to the original tenders as mutually agreed upon by all parties involved.
- e) The Finished Road Levels shown on the Tender drawings are 20mm-below those required by the amended design. The revision and issue of all required drawings, any other changes, and the issue of any required Instructions, shall be finalised by the Engineer in accordance with the requirements of the "Directive to the Engineer", and within the timelines specified in the "Directive to the Engineer".

During the Inception Phase, the Consultant may carry out some of their services remotely, but will be expected to mobilise in Lusaka the Experts as stipulated for the Inception Phase in Clause 4.19 (a) of this TOR. This includes to satisfy the requirements as stipulated in the "Directive to the Engineer" contained in Clause 4.27 of this TOR.

3. Contract Preliminaries and Generals

The Consultant Team shall undertake the duties of Engineer under the FIDIC based Works Contract(s) subject to the delegation of Authority within the contract between the Consultant and the Client for these services.

Further;

- a) The Consultant shall attend a Kick-off Meeting at the Clients offices in Lusaka and attend a joint site visit immediately following mobilisation. The meeting shall be attended by the Consultants Project Director and the Chief Resident Engineer.
- b) Following award of the Works Contracts the Consultant shall attend a meeting at the Clients offices in Lusaka. The meeting shall be attended by the Chief Resident Engineer, both Resident Engineers, both Pavement/Materials Engineers, both Measurement Engineers, both H&S/Environmental Officers. The Traffic Safety Officers should also attend if available. There may be a need for two separate meetings for staff on each Works Lot, depending on the timing of mobilisation of the Works Contractor on each Lot.

- c) The Consultant shall work in close cooperation with the Client and as appropriate with the relevant District/Local Councils in respect of environmental and social, and traffic safety issues.
- d) During the Works Phase, the Consultant shall operate from the Consultant's offices on site, which are to be provided through the respective Works Contracts. During the Inception Phase, the Chief Resident Engineer shall be based in Lusaka to assist the Client in the tender process for the Works Contracts. During this Inception Phase, the Consultant shall be responsible for providing office space and facilities, office and computer equipment and software, accommodation and transport for the Chief Resident Engineer and any other staff that the Consultant may consider necessary to support the Chief Resident Engineer. It should be noted that it is possible that there will be a gap in time between the Inception Phase and commencement of the Works Contract(s), during which time there will be no payment to the Consultant.
- e) The Client shall provide all relevant information and data available. Interpretation of such information will, however, be the sole responsibility of the Consultant. Any additional information or data required shall be collected by the Consultant.
- f) Site based accommodation and site transport for the Consultants site teams shall be provided through the respective Works Contracts, as will provision for temporary accommodation pending the Contractor's completion of such site accommodation.
- g) The Consultant shall review the academic qualifications and the professional registration status with the Engineering Institution of Zambia (EIZ) and Engineering Registration Board of Zambia, of the proposed key site staff of the Contractor. The key site staff members shall be interviewed by the Consultant to verify their knowledge and skills against the required project tasks, after which appropriate recommendations (to approve or to reject) shall be made to the Client;
- h) The Consultant shall receive from the Contractor, and check for compliance with all contract requirements and all statutory requirements such as; ZRA, NAPSA, and Workers Compensation Fund etc., review and approve all performance bonds, insurance certificates and policies and guarantees relating to the Works contract before submitting to the Client for acceptance.
- i) The Consultant shall maintain continuous liaison with the Contractor, working primarily through the Contractor's senior personnel and assist them as and when necessary in interpretation, understanding and clarification of the contract documents.
- j) The Consultant shall issue in good time any additional details and drawings, and written site instructions as and when necessary for the proper execution of the contract;

- k) The Consultant shall ensure that the Contractor(s) fulfils all of his obligations in terms of the Contract, including all the requirements with regard to; Environmental and Social, Health and Safety, Gender Mainstreaming, and Traffic Management and Safety, and report any breaches to the Client.

4. Review of Work Programmes and Monitoring of Planned vs Actual Progress

The Consultant shall review the Work Programme(s) and the schedule of plant and equipment as submitted by the Contractor(s), together with a related projection of payments and resulting cash flow projections, detailed plant and equipment, material sources and proposed staffing; with the objective to ensure the timeous completion of all work components within the contract Time for Completion. Components of Works sub-contracted and related requirements for the maximum % sub-contracted allowed, shall be submitted to RDA for verification. Where appropriate the Consultant shall request clarification without imposing any modifications. Considerations shall be made to evaluate the Contractors' suggested modifications which can bring tangible Value Engineering and positive effect to the time schedule and cost of the project. The Consultant should make comment regarding the acceptance of the Work Programme, with consideration of and reference to the provisions of the Works Contract. The Consultant has the right to reject a Work Programme that is either determined to be unrealistic, shows completion after the contract Time for Completion, which will cause unacceptable obstruction of the normal traffic flows, or is unacceptable for other major considerations to be indicated by the Consultant, with reference to the provisions of the Works Contract.

Once the Work Programme(s) is (are) accepted, a parallel schedule of services to be rendered by third parties (public utilities, Traffic Police Department, etc.) will be submitted by the Contractor for approval by the Consultant. The Consultant will review the measures proposed by the Contractor with respect to traffic diversions and will ensure as limited disturbance as possible to normal traffic flows. The Consultant shall ensure that the measures proposed will in no event compromise the safety of the road users and road side inhabitants.

The Work Programme(s) are to be checked to ensure the Contractor(s) have taken into consideration the anticipated demand for construction services such as water, electricity, fuel, and the availability thereof.

The Work Programme(s) are to be monitored to check planned progress against actual progress. The Consultant shall request a revised Work Programme from the Contractor(s) when deemed necessary, with consideration of and reference to the provisions of the Works Contract.

5. Establishment of a Management Information System (MIS)

The Consultant shall put in place an adequate Management Information System (MIS) to inform all parties concerned in a transparent and concise way about the progress of Works, the financial situation of the project, difficulties encountered (project issues) and anticipated challenges (project risks events), all which might jeopardise the overall project goals and objectives.

This Management Information System shall make use of up to date computer facilities. Provisions are made in the Works Contract(s) for the provision of the required computer facilities. All computers on site shall be integrated in a Local Area Network (LAN). The Consultant shall develop software applications using the latest edition of Microsoft Office Professional. The Consultant shall organize both hardware and software such that information is included in the MIS from the moment it is generated.

The information processed in the MIS shall result in an accurate image of progress made, both in physical and financial terms, making clear distinction between physical progress and payable performance. Formats to be used will be compatible with the formats of the financial documents to be produced for periodical payments. The system shall provide early warning signals (critical path analysis) and information regarding problem areas. "Action by" formats will be used, with reminders if action required is overdue. The information in the MIS shall be verified, analysed and packaged weekly and shall be accessible to all parties concerned.

The MIS shall support a digital record of documentary and photographic data. In respect of documentary data, the system shall include an up-to-date, detailed daily Site Diary and detailed records of all contractual correspondence and data; all work stoppages or delays; accidents on site; official visitors to site; weather records; all activities in progress at any time on site showing the start and end time and full details or the resources employed per activity. It shall contain detailed records of the Contractor's equipment on site and its precise date of arrival or removal from site, its date of manufacture, previous hours worked and conditions, the date commissioned to commence work, its availability and utilization. Equipment availability figures for each category of equipment shall be established and kept up to date.

In respect of photographic data, the MIS shall include a formal record of digital progress photographs taken throughout the period of performance of the Contract at set locations and of any construction activity of technical or contractual interest at any time. Each photograph is to be captioned with: reference number, time, date, precise location, subject and points of particular note. These digital data shall be

stored on a CD-ROM together with the captions and shall be made available to Project Manager, Contracting Authority and Delegation on a monthly basis.

6. Monthly Progress Meeting

The Consultant shall schedule and arrange Monthly Progress Meetings with site inspections and notify those expected to attend. When arranging these meetings, the Consultant shall circulate the meeting agenda and to subsequently maintain and circulate minutes thereof.

The Consultant shall issue comprehensive minutes of Monthly Progress Meetings and any Technical or other special meetings, within 7 days of the meeting, and submit in hard and soft copy to the Client. Minutes of the Monthly Progress Meetings shall also be attached to the relevant Monthly Progress Reports.

7. Verification of Quality and Quantity of Works Performed and Materials Used

a) Setting out of the Works

The Consultant shall:

- Verify the existing survey control points and benchmarks.
- Indicate to the Contractor the location of all survey control points established and where necessary reinstate any control points and benchmarks that have been lost or disturbed.
- Check all alignment and elevation control points provided to the Contractor.
- Ensure that the Contractor proceeds with the detailed setting out of Works;
- Ensure that setting-out is tied into the National survey system/grid at start and end of project;
- Ensure that setting out of Works is in coherence with the benchmarks;
- Ensure that setting out at the end of the project at Chinsali RD58/T2 Junction will correctly tie into the start of the ongoing Chinsali to Nakonde Road Project;
- Ensure that adequate reference points are established for the verification of Works quantities;
- Ensure that an adequate record of measurements is kept for as-built drawings;
- Ensure that a sufficient number of fixed monuments remains permanent reference of coordinates; and
- Ensure that reference points in areas of settlements are stable, reliable and undisturbed.

b) Carry-out the quality control and monitoring activities i.e. testing of Works before, during and after construction

i. Materials Quality Control

The Contractor shall test all materials to be used for the Works prior to incorporating them in the Works. The Consultant shall verify the quality of these materials in accordance with the Conditions of Contract and the Technical Specifications in particular. Particular attention shall be paid to possible contamination of materials from uncontrolled sources, e.g. organic pollution and acidity of water for concrete mixes if no piped water is available.

The Consultant shall in principal, carry out these tests on site in a field laboratory to be supplied through the Works contract. The content of this laboratory is specified in the Technical Specification of the Works Contract (SATCC). Technical staff required to carry out tests are to be provided by the Consultant. The number of staff, traffic control and testing procedure shall be in accordance with the Contractors method statement as verified and approved by the Engineer. Tests for which the site laboratory does not have the equipment required may be carried out in third party laboratories under the relevant stipulations of the conditions of the Works contract and shall be paid through the Works Contract.

ii. Quality of Works in all its Phases

The Consultant shall verify that all Works are carried out in conformity with the Technical Specifications. He shall request the Contractor to issue written method statements to both the Contractor's foremen and the Consultant's inspectors for each relevant action and shall ensure that the work methods agreed are strictly adhered to.

The method statement shall conform to the nature and scope of the Works, with correct and adequate information available. The documents and materials to be used by the Contractor in executing the Works shall be verified and made available on time to enable him to perform his duties satisfactorily. The Consultant shall report to the Client on any inadequacy of information in the Inception Report and other subsequent reports.

The Consultant shall ensure that all tests required are carried out and that samples provided for testing truly represent the quality of the materials brought onto the Works. Types of tests and their frequency will be requested in accordance with good engineering practice and statistical process methods. A systematic record of all tests performed will be kept in such a manner that all test data are accessible for systematic and statistical analysis.

iii. Review of Work, Rejection of Defective Work, Inspection and Tests

The Consultant shall be responsible and accountable for the following tasks:

1. Conduct on-site observation of the work in progress to determine if the work is proceeding in accordance with the contract schedule, and that the completed work conforms to the Contract Technical Specifications (a judicious continuous assessment and close monitoring through project tracking on Scope, Quality, Schedule and Cost);
2. The Consultant shall organize and undertake on-the-job training for qualified counterpart engineers. The engineers will be seconded to the Consultant by the Client during execution of the Works Contract. The training will include apart from others, all aspects of supervision of Works Contracts, contract Works scheduling, quality control of completed Works, setting out and measurement.
3. The Consultant shall monitor the Contractor's preparation of the "As Built" drawings and participate in this process as necessary to ensure that the drawings are accurate and that the subsequent review and approval time is minimized.
4. Prepare control charts of the main activities and a project master schedule, indicating both past performance and forecasts for completion including time involved in each case (a summary of progress indexes to be included i.e. cost performance indexes (CPIs) and schedule performance indexes (SPIs).
5. Inform the Contractor when work is to be corrected or rejected or to be uncovered for observation, or special testing, inspection or approval (proof shall be requested by the Client through test results, site instructions and non-conformance reports);
6. Verify that all laboratory and field tests are carried out as required and that the Contractor maintains adequate records thereof (this shall also be verified at any time through-out the project implementation by RDA's Monitoring and Evaluation Unit);
7. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, and record the outcome of these inspections and report as appropriate;
8. Verify that the selection and use of materials is in accordance with the project specifications. Establish procedures, criteria, and oversee testing to verify the quality of the materials; and
9. Suggest or review and approve substitute materials when necessary and estimate the cost of such materials and make appropriate adjustments in the Technical Specifications.

10. Verify that the materials and Works are in accordance with Series 7000: Testing and Quality Control of the SATCC – Draft Standard Specifications for Road and Bridge Works September 1998 (Reprinted July 2001).

11. Certify that the materials and Works are in accordance with Series 7000: Testing and Quality Control of the SATCC – Draft Standard Specifications for Road and Bridge Works September 1998 (Reprinted July 2001).

iv. Monitoring The Quality Of Work And Materials And Routine Tests And Inspections

A. Testing And Quality Control

1. The Consultant has an obligation to ensure that Works and materials for Works are tested and controlled to the required Standard Specifications.
2. The Consultant shall ensure that testing of materials and Works including frequency should be based on applicable standard procedures/methods/specifications, particularly the SATCC – Draft Standard Specifications for Road and Bridge Works September 1998 (Reprinted July 2001) Series 7000: Testing and Quality Control.

B. Certification And Acceptance Of Works And Materials On Site

1. The Consultant shall use and apply statistical judgement plans when certifying the Works, materials, quality of workmanship, to ensure that the requirements specified in the Standard Specifications with regard to the properties of materials and workmanship, are being complied with. Prior to commencement of the construction of the Works, the Consultant shall plan and agree with the Contractor(s) and develop a quality control and assurance plan/system to agree on quality control/assurance methods for the Works with regard to application of the nonconformance to the SATCC – Draft Standard Specifications for Road and Bridge Works September 1998 (Reprinted July 2001) Series 7000: Testing and Quality Control.
2. Demonstration of how payment-reduction factors are being applied in case of nonconformance to the SATCC – Draft Standard Specifications for Road and Bridge Works September 1998 (Reprinted July 2001) Series 7000: Testing and Quality Control. Apply and show the factor by which payment at Contract rates shall be multiplied for calculating payment for conditionally accepted

work, and in case of series 7207 CONDITIONAL ACCEPTANCE, how the Works have been conditionally accepted.

3. All certificates involving Works and materials shall be accompanied with the following as a minimum:
 - (a) Signed summaries of test results for all materials and Works used during construction, and shall keep and maintain for inspections by the Client any other detailed tests.
 - (b) In accordance with SATCC – Draft Standard Specifications for Road and Bridge Works September 1998 (Reprinted July 2001) : 7202 JUDGEMENT PLANS : GENERAL, attach the signed judgement plans and statistical summaries of acceptance of Works and material, in particular: layer thicknesses of pavement layers- road-construction layer thickness; concrete works; surface levels of fills and pavement layers; relative compaction of pavement layers; cementitious-binder content of stabilised layers and uniformity of mix; binder content of asphalt; concrete : 28-day cube compressive strength.

C. Post Construction Tests And Condition Of The Road

1. The Consultant shall ensure post construction tests and condition of the road is acceptable to the required Standard Specifications.
2. Tests and Site Inspections shall be carried out to ensure that the quality of Works are provided to the required Specifications to ensure that during handover the following road conditions shall be achieved as a minimum:
 - (a) No potholes, corrugation and depressions on any part of the project roads and facilities,
 - (b) No cracks on any part of the project roads,
 - (c) No side drains and / or culvert on the project network shall be blocked, silted or damaged,
 - (d) No ponding water on the project roads,
 - (e) No road furniture on the project road shall be missing,
 - (f) The roads are safe for all users,
 - (g) No defects on the project roads,
 - (h) No faded road line markings,
 - (i) No road section lengths shall be unavailable,
 - (j) Road pavement surface and shoulders should be clean and free of soil, oil, debris, trash and other objects to ensure that there are no safety related issues

- (k) No waste of any category shall remain on the project site and work site to ensure that the project roads are left in a clean and tidy condition,
 - (l) No loss of jointing sand or interlocking paving,
 - (m) No overgrown vegetation (no vegetation above height of 25cm) around: edge marker posts, signposts, bridge end and culvert markers, guardrails, lighting columns and bridge abutments,
 - (n) No vegetation grown above 25cm for a minimum distance of 6.0m on straight sections and on the outside of curves, and a minimum distance of 8.0m on the inside of curves. Distance to be measured from the edge of the shoulder,
 - (o) No waste materials or rubbish visible in drains or on road shoulders,
 - (p) Carriageway and shoulders free of silt and other debris,
 - (q) Drains clear of silt and no evidence of ponding water,
 - (r) No evidence of erosion damage,
 - (s) No silt in mitre drains. No evidence of ponding water. Vegetation trimmed to 25 cm or less,
 - (t) No silt in inlet or outlet structures. Vegetation cut to less than 25cm at inlet/outlet and along the outlet drain. No evidence of ponding water and erosion is controlled,
 - (u) Side road line marking and kerbs clearly visible,
 - (v) Parapets and kerbs clearly visible,
 - (w) Road signs clean. Support poles straight, in good condition, clean and well fixed in position.
- v. Verification Of Measurements, Preparation And Issuance Of Interim Payment Certificates**

The Consultant shall review the monthly Interim Payment Statements (inclusive of Sub-contractors) and jointly verify with the Contractor in accordance with the Conditions of Contract, within 28 days of receipt from the Contractor of the Statement and supporting documents. Upon approval/certification, five copies of the Interim Payment Certificate (IPC) shall be forwarded together with all supporting measurement sheets (raw data), relevant Monthly Progress Report and other supporting documentation, with recommendations for payment to the Client. The IPC shall detail the actual quantities of work items accepted and completed to date compared with the total billed quantity for each item together with the contract unit rates for each work item, materials on site, details of day-works, price adjustments, any other payments to which the Contractor may be entitled to under the contract, and deductions for retentions and advance repayments.

The Consultant must always be in a position to verify and certify an Interim Payment Certificate within 28 days from the submission date of the Contractor's Interim

Payment Statement and supporting documents, at all times during the implementation of the Contract.

8. Advice on Problems Arising During the Execution of the Works

In the event problems of an engineering nature arise during the execution of the Works, the Consultant shall address these problems and suggest solutions. In the event the nature of these problems will justify so, they will be subject to the preparation by the Consultant of a special report to be submitted to the Project Manager, which should motivate the remedial solution being best cost-effective (including Value Engineering motivation if applicable). Any instruction to the Contractor providing a clarification of, or a Variation to Technical Specifications and/or drawings will be given in writing by the Consultant/Engineer's Representative. Administrative Orders shall be issued in respect of Variations to Technical Specifications and/or drawings. These Administrative Orders will need prior consent by the Project Manager and the Contracting Authority in the event that they will give rise to additional expenditure and/or an extension of the Time for Completion.

Problems of non-engineering nature shall be brought to the attention of the Project Manager, who will decide whether these problems can best be analyzed on site by the Consultant or referred to other competent bodies. The Consultant shall not be requested to deal with problems regarding land acquisition, right of way, water discharge rights and damage to third party property and shall only play a coordinating role with respect to problems regarding public utilities and traffic management outside the construction site, unless these problems relate to the Contractor's deviation roads.

9. On Site Design Adjustments and Variation Orders

The Consultant shall be able to handle all on site design requirements and also to effect necessary design changes at short notice, at no extra cost, and to the benefit of the project as a whole.

All design changes, modifications and consequential Variation Orders leading to a cost increase and/or extension of time shall be recorded and presented to the Client for final review and approval, in respect of consequential cost increase, additional expenditures and/or an extension of the Time for Completion.

Variation Orders shall be prepared by the Consultant in consultation with the Client, accompanied by sketches, explanations and if applicable, requirements for extra compensation and time extension. Variation Orders will only be considered should

there be a substantive change to the scope of works as detailed in the contract documents. Minor increases in quantities shall be dealt with under the existing contract measurement procedures. Variation Orders will be signed by the Consultant, issued to and countersigned by the relevant Contractor, to cover any modifications to the drawings, Technical Specifications or contract conditions, after which they will be submitted to the Client for signature to proceed.

All On Site Design Adjustments and Variation Orders shall be in accordance with the FIDIC Conditions of Contract for Construction MDB Harmonised Edition, 2005.

The Consultant shall prepare, finalise and issue revised drawings, design changes and Instructions to the Contractor(s) in accordance with the "Directive to the Engineer" included in this TOR. This Directive includes details of changes made during the design review audits conducted in 2016 and 2023. The Consultant is to ensure that there are sufficient resources and skills available to the Consultant (on site and/or at Head office), to implement the requirements of the "Directive to the Engineer", in an effective, professional and timely manner.

10. Environmental and Social Monitoring and Reporting Requirements

The Consultant shall undertake the following tasks, amongst others, to ensure Project compliance with Environmental and Social (E&S) requirements:

- i. Audit compliance with the Environmental Requirements under the ESMP and Environmental Specifications, as provided by the Client.
- ii. Audit compliance with the Contractor's social obligations under ESMP and in terms of the various Action Plans.
- iii. Review the Contractor's Environment and Social Management Plan (C-ESMP), including all updates and revisions at frequencies specified in the Contractor's contract (normally not less than once every 6 months);
- iv. Review all other applicable Contractor's documents related to E&S aspects such as the Gender Mainstreaming Action Plan, Stakeholder Engagement Plan, amongst others;
- v. Review and consider the Environment and Social and Health and Safety (ESHS) risks and impacts of any design change proposals and advise if there are implications for compliance with ESIA, ESMP, consent/permits and other relevant project requirements;
- vi. Undertake as required, audits, supervisions and/or inspections of any sites where the Contractor is undertaking activities under its contract to verify the Contractor's compliance with E&S requirements (including where appropriate its Sexual Exploitation and Abuse (SEA) obligations);

- vii. Undertake audits and inspections of Contractor's accident logs, community liaison records, monitoring findings and other E&S-related documentation, as necessary, to confirm the Contractor's compliance with E&S requirements;
- viii. Determine remedial action/s and their timeframe for implementation in the event of a non-compliance with the Contractor's E&S obligations;
- ix. Ensure appropriate representation at relevant meetings including site meetings, and progress meetings to discuss and agree appropriate actions to ensure compliance with E&S obligations;
- x. Ensure that the Contractor's actual reporting (content and timeliness) is in accordance with the Contractor's contractual obligations; and
- xi. Review and critique, in a timely manner, the Contractor's ESHS documentation (including regular reports and incident reports) regarding the accuracy and efficacy of the documentation;
- xii. Undertake liaison, from time to time and as necessary, with project stakeholders to identify and discuss any actual or potential ESHS issues.
- xiii. Immediately inform and share with the Client any notification related to E&S incidents or accidents provided to the Consultant by the Contractor, and as required of the Contractor as part of the Progress Reporting; and
- xiv. Share with the Client in a timely manner the Contractor's E&S metrics, as required of the Contractor as part of the Progress Reports.

11. Monitoring of Sustainable use of Resources and Protection of the Environment

The Consultant shall monitor human and material resources mobilized by the Contractor and keep a comprehensive record of these resources and the use made thereof. In his Monthly Progress Report the Consultant shall relate resources mobilized and Works performed. Unbalanced resources or discrepancies between projected outputs and Works performed will be brought to the attention of the Contractor.

The Consultant shall monitor the Contractor's compliance of the requirements of Environmental Specifications and the Clients ESMP and the Contractors ESMP during the construction of the Works, in consultation with the Clients Environmental Specialist. In particular, the Consultant shall monitor Contractor's compliance of the following requirements, amongst others, for environmental protection during the implementation of the project:

- i. Minimize water and soil pollution caused by runoff waters;
- ii. Minimize noise and dust levels;

- iii. Locate camps in an area so as to minimize disruption to local population, fauna and flora and watercourses; provide adequate drainage facilities and treatment of sewage and waste disposals and ensure that camp areas are dismantled and rehabilitated once construction is completed;
- iv. In respect of the above, the Consultant shall ensure that the Health & Safety and Environmental Officer(s) and the Environmental and Social Management Team(s) will start the assignment in the very early phases of the supervision activities and will remain available during the entire period of performance of the contract;
- v. Ensure safety during construction by ensuring the Contractor installs and enforces effective traffic management systems, temporary road signs for traffic control and safety, and enforces the wearing of appropriate safety clothing and footwear and accessories in high risk areas.
- vi. Enforce installation of fire extinguishers and first aid kits on site.
- vii. Shape and landscape all borrow pits and quarries on completion of Works.
- viii. Minimize the risk of soil erosion by grassing the embankments, stabilise bridge sites and the inlets and outlets of culverts on sandy soil with gabions or stone pitching.
- ix. Prevention of spillage of hazardous and contaminants material and ensure adequate storage facilities and security are provided. Disposal of such material shall be carried out in a controlled manner and in accordance with the Contract requirements.
- x. Install and enforce effective traffic management systems.
- xi. Promote the principle of 3Rs for all activities by the Contractor i.e. Reduce, Re-use and Recycle; and,
- xii. Promote socio-economic community development by encouraging the Contractor to ensure corporate social responsibility (CSR) along the road corridor.

12. Monitoring the implementation of Sensitization and Awareness Campaigns

The Consultant shall ensure that regular Communicable Diseases (including HIV and AIDS prevention), Environmental Protection and Awareness, and Gender Equality Mainstreaming sensitization and awareness campaigns reach staff on the project and the surrounding community. In this respect the Consultant shall ensure that the Contractor implements the sensitization and awareness campaigns through sub-contracted Service Providers approved by the Employer and appointed by the Contractor.

The Consultant shall undertake as required, audits, supervisions and/or inspections of any sites where the Contractor is undertaking activities under its contract to verify the Contractor's compliance with its Sexual Exploitation and Abuse (SEA) obligations and with aspects such as Trafficking-in-People (TIPs).

All health sensitization meetings and campaigns shall be reported with minutes and photographic proof of such events forming part of the Monthly Progress Reports and supporting document of the Interim Payment Certificates for the relevant pay item.

The Consultant shall establish and maintain a grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of Gender Based Violence (GBV) / SEA.

The Consultant shall immediately notify the Client of any allegation, incident or accident, which has or is likely to have a significant adverse effect on affected communities, the public, Client's Personnel, Contractor's Personnel or Experts. In case of SEA and/or H&S, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information. The Consultant shall provide full details of such incidents or accidents to the Client within the timeframe agreed with the Client;

The Consultant is required to comply with national regulations relating to the COVID-19 pandemic and to monitor the Contractor(s) compliance of the same. The COVID-19 pandemic, as well as the measures taken to contain its consequences for public health, has made additional measures necessary, e.g. protective measures (face masks, sanitizing, minimum distances), increased administrative requirements for Covid-19 management, the erection of additional accommodation, provision of additional site transport.

The Consultant shall monitor the Contractor's COVID-19 compliance in accordance with the Health and Safety Plan requirements, Zambia Ministry of Health guidelines and World Health Organisation guidelines.

13. Health and Safety Monitoring and Reporting Requirements and Implementation of Traffic Management Plan

The Consultant shall also ensure that the Contractor observes occupational health and safety requirements on site. This should be coordinated through other health institutions and safety agencies. The Consultant shall undertake the following H&S related tasks, amongst others:

- i. Review all applicable Contractor's documents related to Health and Safety including the Contractor's Health and Safety Plan, COVID-19 compliance; Security Management Plan and Emergency Management Plan, amongst others;
- ii. Ensure that all site activities are conducted in accordance with Health and Safety ethics with all workers wearing PPEs (personal protective equipment) whilst on duty, and within project boundaries.
- iii. Audit compliance with the H&S Requirements under the H&S Plan and H&S Specifications;
- iv. Review the Contractor's H&S Plan, including all updates and revisions at frequencies specified in the Contractor's contract (normally not less than once every 6 months);
- v. Undertake as required, audits, supervisions and/or inspections of any sites where the Contractor is undertaking activities under its contract to verify the Contractor's compliance with H&S requirements;
- vi. Undertake audits and inspections of Contractor's H&S Incident and Accident logs, monitoring findings and other H&S-related documentation, as necessary, to confirm the Contractor's compliance with H&S requirements;
- vii. Determine remedial action/s and their timeframe for implementation in the event of a non-compliance with the Contractor's H&S obligations;
- viii. Ensure appropriate representation at relevant meetings including site meetings, and progress meetings to discuss and agree appropriate actions to ensure compliance with H&S obligations; and
- ix. Immediately notify the Client of any failure by the Contractor to comply with its H&S obligations.

The Consultant shall ensure continuous safe passage of motoring public at all the time with the deviations managed in accordance with the contract i.e. limit of length of detours, route, exit and entrance conditions and state of detour with regards to passability and ridability.

14. Coordination with Third Parties

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

15. Analysis of Claims Submitted by the Contractor(s)

Any claims submitted by the Contractor(s) during the course of the Works shall be analyzed by the Consultant and appropriate advice shall be given to the Project Manager on their validity. These services are deemed to be part of the responsibilities of the Consultant and do not entitle him to any additional fees. The Consultant shall be expected to fully evaluate all claims of the Contractor and agree or produce a determination with consideration of the provisions of the Works Contract, detailing all the events leading to the claim, and its effect on the project objectives and the recommendations thereof.

The Consultant shall be able to assist the Client in Dispute Board mechanisms and procedures.

As an early warning mechanism, the Consultant shall:

- a) Conduct regular meetings with the Contractor to identify issues of design, technical and commercial challenges that may give rise to delays or claims for additional time or cost and ensure that measures are put in place to address these,
- b) Ensure that the Client is kept fully informed of all issues that the Consultant believes may result in claims,
- c) Identify any correspondence from the Contractor that may be construed as early warning of a claim and ensure proper record keeping is in place to monitor the issue,
- d) Review the Contractor's 'early warnings' submissions and Notification of Claim submissions and make recommendations to the Client in accordance with the requirements of the Contract.

All Analysis of Claims Submitted by the Contractor(s) shall be in accordance with the FIDIC Conditions of Contract for Construction MDB Harmonised Edition, 2005.

16. Completion of Construction

Towards the end of the Works, the Consultant shall:

- a) Inspect the Works in the company of representatives of the Client, the Contractor and the Sub-contractor, prior to handing over of any section of the Works;
- b) Prepare a final snag list of items to be completed or replaced together with a time schedule for remedying of the same;

- c) Verify that all items on the final snag list have been completed or corrected; and
 - d) Prior to the commencement of the Defects Notification Period for any section(s), provide written affirmation that the Works have been completed in accordance with the requirements of the contract, drawings and specifications, and issue a Taking-Over Certificate.
- i. Defects Notification Period**
- a) The Consultant shall provide full time on-site supervision on each Lot by the Resident Engineer and one Inspector of Works, of the Contractor's operations for the first month of the Defects Notification Period corresponding to the latest section of the project accepted as completed;
 - b) During this period any outstanding construction matters will be finalized to the extent possible;
 - c) During the remaining 24 months of the Defects Notification Period corresponding to the latest section of the project accepted as completed, the Consultant will be responsible for monitoring the Contractor's operations and for issuing any required certificates, by the provision of on-site supervision on each Lot by the Resident Engineer and one Inspector of Works, for one week per month.
 - d) The Chief Resident Engineer will be required to provide periodic inputs to attend to any matters as required, including but not limited to the requirements of Clauses 4.15, 4.16, 4.18 and 4.23 of this TOR.
- ii. Final Completion of Works**
- a) **Performance Certificate**
Immediately prior to the expiration of the latest Defects Notification Period for a section of the Works for which a Taking-Over Certificate has been issued, the Consultant shall in the company of the Client and the Contractor, inspect the project road and provide written affirmation that the Works have been completed and maintained in accordance with the contract, and with agreement of the Client, issue a Performance Certificate.
 - b) **Final Statement**
Upon issue of the Performance Certificate, the Contractor shall submit a Final Statement to the Consultant within 56 days. The Consultant shall prepare the Final Payment Certificate within 28 days of receipt, in co-operation with the Contractor, and with consideration of the provisions of the Works Contract.
 - c) **As-Built Drawings**

The As-Built drawings shall be submitted one month after the completion of the Works, corresponding to the latest section of the project for which a Taking-Over Certificate has been issued. The As-Built drawings are to be prepared by the Contractor(s) and reviewed by the Consultant to confirm that they are correct and complete. Ten (10) bound sets in A3 size, and a further ten (10) bound sets in A1 size, shall be provided to the Clients Head Office in Lusaka. **Six (6) electronic copies of the As-Built drawings shall also be submitted to the Clients Head Office (on CD, DVD or memory stick).**

The data to be included on "As-Built" drawings shall include but not limited to the following: chainages, finished road levels as constructed, layer works and pavement layer works details (thickness, Borrow Pit No, physical properties, field results and density) surfacing details (asphalt data, aggregates & application rates), bridge and other drainage structures' locations, services and utilities, completed date, etc.

17. Limitation on Consultant's Authority

The Consultant shall not authorize any variation from the construction contract document or approve any substitute personnel, materials, equipment and items in the Scope of Works which involve potential additional expenditure, time extensions, or which have the potential to adversely affect the quality of the intended Works without the written approval of the Client.

If such variations arise and are unavoidable, they should be quickly flagged on time with reference to normal Variation Order procedures, which details the nature of the variations, reasons for the variations, effect or impact of the variations to the overall project objective and the motivation/ cost-benefit analysis of these changes.

18. Reporting

The Consultant shall prepare and submit as detailed the following reports based on the facts on the ground in an accurate and trustworthy manner:

a) **Inception Report for Works Tender and Pre-Mobilisation Phase (Inception Phase)**

The Consultant shall prepare and submit an Inception Report for the Works Tender and Pre-Mobilisation Phase (Inception Phase), four (4) weeks after the finalization of Contract signing with the Contractor(s). This report shall include:

- i. Details of the review of the two Works Contract bidding documents, to ensure completeness of the bidding documents, and compliance with EIB Standards and Guide to Procurement, and road safety requirements.
- ii. Details of the tender process, including queries, clarifications, tender opening, evaluation of tenders and recommendations to EIB,
- iii. Review of, and comments and recommendations on, the successful Contractor(s) methodology on mobilization of plant, equipment and staff.

Six (6) hard copies and One (1) electronic copy (on CD, DVD or memory stick) of the report shall be prepared and be submitted to the Client HQ.

b) Inception Report for Works Phase

The Consultant shall prepare an Inception Report for the Works Phase, four (4) weeks after the commencement date of the Works Contract(s). This report shall include:

- iv. Results of the review of the Contractor's Work Programme,
- v. Any recommended modifications to the Work Programme,
- vi. The Contractor's strategy to execute major Works (not detailed method statements);
- vii. Status of the Consultant's and Contractor's mobilization;
- viii. Details of revised drawings, design changes and Instructions issued to the Contractor(s) in accordance with the "Directive to the Engineer", and
- ix. Any other matters requiring the Client's action.

Six (6) hard copies and One (1) electronic copy (on CD, DVD or memory stick) of the report shall be prepared and be submitted to the Client HQ.

c) Monthly Reports

The Consultant in close corporation with the Contractor, shall maintain a site diary on a daily basis with the contents and format to be agreed with the Employer, which shall be included in the Monthly Progress Report. The Consultant shall prepare Progress Reports at the end of every month for the duration of the Contract(s), which shall be submitted to the Client within 14 days of the end of the respective month to which the Progress Report applies. Monthly Progress Reports shall adopt a standard format to be agreed upon with the Client and shall include, but not limited to the following:

- i. Historical background of the project; location map, typical cross section, construction details;
- ii. Summary of progress of the Works, both physical and financial (actual versus planned progress based on progress weights);

- iii. Progress analysis using project progress indicators (Cost Progress Index and Schedule Progress Index, and earned value), with "date-now" percentage overall progress compared to contract days;
- iv. Mention of any changes on the original envisaged technical solutions;
- v. Problems encountered and resolutions; and comments on the quality of work;
- vi. Claims (including agreements and determinations), and early warnings,
- vii. Details of any additional costs and/or extension of Time for Completion, Variation Orders;
- viii. Major changes of quantities compared to contractual Bills of Quantity;
- ix. Record of working units (number of equipment and labour) used for the various types of Works and total number of working hours of every item of equipment, plant and labour category.
- x. Financial status of both Works and consultancy contracts;
- xi. Material test results, typical examples of project specs control limits and actual results;
- xii. Details of all failure and remedial solutions (Non-conformance reports - NCRs);
- xiii. Progress charts including percentages of completion of individual main Work items and overall project (planned milestones versus actual attained progress comparative analysis);
- xiv. Brief of risk management undertaken (appendices to include risks and issues register);
- xv. Colour photographs showing completed work and construction activities;
- xvi. Accidents reports, completed Performance Evaluation forms,
- xvii. Weather information and charts (including rain-days considered and compensation events), and
- xviii. Construction and supervision data.

Each Monthly Progress Report shall contain a section devoted entirely to an assessment of the impact of accumulated delays, if any, and a projected date for completion of the project. In the event that the projected date is later than the Contract Time for Completion, or a revised date from approved extension of the Time for Completion, the report shall include an evaluation of a Contractor proposed plan for corrective measures to be implemented to increase the rate of progress and complete the project on time. In addition, the effect of delays on the cost and timing of the Consultant's activities should also be assessed.

Each report shall also contain a section devoted to reporting the status of all claims notified by the Contractor, detailing the dates of notification and subsequent actions and time and cost effects claimed and assessed, where appropriate.

Six (6) hard copies and One (1) electronic copy (on CD, DVD or memory stick) of the report shall be prepared and be submitted to the Client HQ.

d) Accident, Health, Safety and Environmental Reports

A report of the circumstances of any significant accidents occurring on the site shall be forwarded to the Client with all due dispatch.

Health and Safety related issues shall be reported including measures being carried out to maintain and improve a clean, healthy, safe and environmentally friendly working site.

Special care shall be taken on maintenance of continuous safe flow of traffic and keeping the deviations to a maximum length of 10km in a safe and trafficable condition. The related monitoring and measurement condition for such deviation shall be in accordance with the item specification and payment terms.

e) Claims and Extension of Time Reports

The Consultant shall prepare a report detailing the Consultant's assessment and agreement or determination of each detailed claim submitted by the Contractor(s), including any consequential cost increase, additional expenditures and/or an extension of the Time for Completion.

f) Lessons Learnt Report

Immediately after the expiration of the latest Defects Notification Period for a section of the Works for which a Taking-Over Certificate has been issued, the Consultant shall prepare a Lessons Learnt Report. Lessons learned are the documented information that reflects both the positive and negative experiences of a project. The report shall include details of problems encountered, the solutions thereof, lessons learnt and any recommendations on changes and/or improvements that can be implemented on future Services and Works Contracts. A Fixed Sum of Fifty Thousand Euro (Euro 50,000.00) has been provided for in the Contract, for the preparation of the Lessons Learnt Report and the Final Completion Report.

Six (6) hard copies and One (1) electronic copy (on CD, DVD or memory stick) of the report shall be prepared and be submitted to the Client HQ.

g) Final Completion Report

Following certification of the Final Payment Certificate which has been submitted and accepted by the Client, the Consultant shall prepare a Final Completion Report, which shall highlight all major points of interest that arose during the Services and Works Contracts. The report will also include the summary of the type, quality, quantities and sources of materials used on the project; Contractor's plant and personnel; problems encountered and solutions employed; changes in design and specifications and the reasons thereof; a breakdown of the final cost item by item; a summary of Variation Orders and expenditures of provisional sums and contingency sums.

Six (6) copies of the Final Completion Report shall be submitted in "Draft" within 30 days of the issue of the latest Performance Certificate, and the report shall be finalized within 30 days of receiving formal comments from the Client. **Twenty (20) hard copies and twenty (20) electronic copies (on CD, DVD or memory stick)** of the Final Completion Report shall be submitted to the RDA Head Office in Lusaka within 30 days after receipt of the said comments.

19. Experts Required - Construction Supervision Teams

In order to carry out the duties detailed in the Scope of Work above, the selected Consultant shall furnish a complete supervision team with the necessary expertise (knowledge, skills, qualifications and experience) to ensure that the services are performed to the highest professional standards, and to the satisfactory expectations of the Client. In order to satisfactorily perform the tasks, it is a requirement that the site supervision staff are present on site at all times while the Works are in progress, other than agreed leave periods.

The selected Consultant shall be required to provide one supervision team on each of the two Works Lots, with one Chief Resident Engineer providing overall project management, coordination and management of the two teams. The supervision team shall be led by the Chief Resident Engineer, who shall be assisted by one Resident Engineer on each of the Works Lots and the below listed staff.

The overall site supervision team requirements shall comprise the following Experts:

No.	Position	Number Required	Expected Man-Months Input				
			Inception Phase (Man - Months)	Supervision Phase (Man - Months)	Defects Notification Period (Man - Months)	Total (Man - Months)	Lot(s) to be covered
KE-1	Chief Resident Engineer	1	3	36	4	43	Lot 1 & 2
KE-2	Resident Engineer	2	3	72	14	89	One per Lot
KE-3	ARE/Bridge & Drainage Engineer	2		72		72	One per Lot
KE-4	Pavement/Materials Engineer	2		72		72	One per Lot
KE-5	Contract and Procurement Specialist	1	3	36		39	Lot 1 & 2
KE-6	Measurements/Quantities Engineer	1		36		36	Lot 1 & 2
KE-7	Site Surveyor	2		72		72	One per Lot
SNK-1	Materials Technician	2		72		72	One per Lot
SNK-2	Inspectors of Works	4		144	14	158	Two per Lot
SNK-3	H&S and Environmental Officer	1	3	36		39	Lot 1 & 2
SNK-4	Traffic Safety Officer	1		36		36	Lot 1 & 2
SNK-5	Road Safety Specialist	1	3	36		39	Lot 1 & 2
SNK-6	Resettlement and Social Development Specialist	1		36		36	Lot 1 & 2
	TOTAL	21				803	

Notes: KE-Key Experts and SKE - Senior Non-Key Experts

Senior Non-Key Experts shall not be evaluated. However, the successful Consultant shall be required to submit the CV's of all Senior Non-Key Experts to the Client for approval, prior to appointment of the Senior Non-Key Experts.

(a) Inception Phase

The following Experts shall be mobilized in Lusaka for the Inception Phase, to assist the Client during the Inception Phase, including the requirements as stipulated in the "Directive to the Engineer", contained in Clause 4.27 of this TOR.

Inception Phase Experts

Position	Minimum Number Required
Chief Resident Engineer	1
Resident Engineer/Road Design Engineer	1
Contract and Procurement Specialist	1
H&S and Environmental Officer	1
Road Safety Specialist	1
TOTAL	5

The Chief Resident Engineer and the other four stipulated Experts shall be required to initially mobilise for the Inception Phase, to attend to the requirements of the "Directive to the Engineer", and to assist the Client in the tender process with the prequalified bidders for the two separate Works Contracts, on such matters as site visit(s), queries, clarifications, tender opening, and any contentious issues and/or conditions which may have to be imposed. This process, and hence the commencement of the Consultancy Services, will only commence once the no objection for the list of prequalified bidders for the Works has been received from the EIB. The Consultant shall not be involved in the process of prequalification of bidders. At the commencement of the Inception Phase, the Consultant shall also be expected to perform a short review of the Works bidding documents for both Works Lots, to ensure completeness of the bidding documents, and compliance with EIB Standards and Guide to Procurement. Any contradictions, discrepancies, errors or missing data shall be immediately reported to the Client, with recommendations on changes and/or improvements.

The Chief Resident Engineer and the other four stipulated Experts shall be based in Lusaka for the Inception Phase for an **estimated** period of 3 months. The Consultant shall be responsible for providing all required staff inputs, office space, furniture, facilities, secretarial, office and computer equipment and software, consumables, accommodation and transport during this period and prior to mobilization to the project site. The Consultant shall be paid a lump sum amount for the Inception Phase. It should be noted that there is a possibility that there may be a gap in time between the end of the Inception Phase and commencement of the Works Contract(s), during which time there will be no payment to the Consultant.

(b) Works Phase

Although the primary objective of the consultancy services is to provide assistance to the Client during the Works Contracts tender process and to simultaneously carry out the supervision on both Works Lots, it should be noted that there may be a

staggering in the timing of the mobilisation of the selected Consultant on the two Works Lots, depending on the timing of mobilisation of the Works Contractor on each Works Lot. In the event of one Lot starting before the other Lot, the Chief Resident Engineer and those Experts who are shared between Lot 1 and 2, will mobilise to site at the same time as the first Lot team.

The Consultant shall not change the contractual agreed establishment without prior approval by the Client. All the Consultant's personnel shall be fully conversant with the use of English language (i.e. the writing, reading and speaking), which is the contract mode of communication. In addition, all the site management shall be fully computer literate regarding; Word, Excel, PowerPoint and Microsoft Project, or acceptable equivalent.

Proficiency in local language also shall not be an evaluation criteria.

The Consultant shall ensure that there are translators available to support Experts who are required to meet with local inhabitants along the project road. This is a requirement for the Experts who are not proficient in the local language(s) and who will be dealing with local inhabitants on a one on one basis, such as the traffic safety and resettlement Experts.

The following is an indication of the minimum level of training and experience expected of the Key Experts and Senior Non-Key Experts of the Consultants supervision team:

i. Chief Resident Engineer (1 No for both Works Lots)

He/She shall have a minimum of a Bachelor's Degree in Highway or Civil Engineering, plus a Master's Degree in a relevant field; such as Transport, or Highway, or Civil Engineering, or Construction Law. He/She shall have a minimum of Fifteen (15) years' experience of which at least ten (10) years must have been in the design and supervision of road construction. He/She must have served as a Chief Resident Engineer or equivalent capacity in at least three (3) road construction projects of a similar nature, magnitude and complexity in the past Ten (10) years. He/She shall be a registered member of a recognized professional body. He/She shall be required to register to practice in Zambia by an appropriate body such as the Engineering Institution of Zambia (E.I.Z), the Engineering Registration Board (Eng.R.B.), or similar professional bodies, ONLY after signature of the Services Contract by the successful Consultant.

He/She shall have at least Ten (10) years' experience in carrying out supervision of road construction and rehabilitation projects of a similar nature involving the use of asphalt concrete surfacing, in the Southern African Region. He/She shall also be familiar with FIDIC Books and versions) and shall have adequate experience in the

evaluation and agreement or determination of Contractors claims on road construction and rehabilitation projects. He/She shall have a proven good command of the English Language.

The Chief Resident Engineer will be responsible for the two Lots and supervising site activities and activities of other members of the Consultancy team on both Lots. He/She is expected to take overall responsibility for the provision of technical, financial and contract guidance for the execution of the Works and consultancy services. He/She will be responsible to ensure that all Works are executed in accordance with the Contract and the required Specifications. He/She will be a key communication link between the site and offices for both the Client and Consultant. He/She will also be responsible for reporting as required in the Terms of Reference and any other reports on any special occurrences on the Lots.

ii. **Resident Engineer (1 No per Works Lot)**

He/She shall have a minimum of a Bachelor's Degree in Highway or Civil Engineering with a minimum of Fifteen (15) years' experience in road design and construction. (Any higher qualifications in a relevant field will be an added advantage). He/She must have served as a Resident Engineer or equivalent capacity in at least three (3) road construction projects of a similar nature, magnitude and complexity in the past Ten (10) years. He/She shall be a registered member of a recognized professional body. He/She shall be required to register to practice in Zambia by an appropriate body such as the Engineering Institution of Zambia (E.I.Z), the Engineering Registration Board (Eng.R.B), or similar professional bodies, after signature of the Services Contract. He/She shall have at least Five (5) years' experience in carrying out supervision of road construction and rehabilitation projects of a similar nature involving the use of asphalt concrete surfacing, in the Southern African Region. He/She shall also be familiar with FIDIC Books and versions. He/She shall have a proven good command of the English Language.

Each Resident Engineer will be responsible for the Works on their respective Lot and supervising site activities and activities of other members of the Consultancy team on the respective Lots. He/She is expected to assist the Chief Resident Engineer to take overall responsibility for the provision of technical, financial and contract guidance for the execution of the Works on the Lot. He/She will be responsible to ensure that all Works are executed in accordance with the Contract and the required Specifications. He/She will be a key communication link between the site for the

respective Lot and the Chief Resident Engineer and if necessary the Client and Consultant. He/She will also be responsible for reporting as required in the Terms of Reference and any other reports on any special occurrences on the Site. He/She will deputise for the Chief Resident Engineer on the respective Lot. He/She shall be responsible for material and work workmanship and quality control on all Works and materials. Shall be responsible for testing material and work workmanship and quality control on all works and materials and that works are certified in accordance with SERIES 7000 TESTING AND QUALITY CONTROL 7100 Testing material and workmanship 7200 Quality control of the Standard Specifications for Road and Bridge Works September 1998 (Reprinted July 2001).

iii. Assistant Resident Engineer/Bridge and Drainage Engineer (1 No per Works Lot)

He/She shall have a minimum of a Bachelor's Degree in Highway or Civil Engineering (Any higher qualifications in a relevant field will be an added advantage) and a minimum of Ten (10) years of general experience. He/She must have at least Five (5) years of experience on road construction Works, including bridge and drainage Works and materials and laboratory testing. He/She must have served as an Assistant Resident Engineer or equivalent capacity on at least one (1) road construction projects of similar nature, magnitude and complexity. He/She shall be a registered member of a recognized professional body. He/She shall be required to register to practice in Zambia by an appropriate body such as the Engineering Institution of Zambia (E.I.Z), the Engineering Registration Board (Eng.R.B), or similar professional bodies, after signature of the Services Contract. He/She shall have at least Two (2) years' experience in road construction Works in the Southern Africa Region. He/she shall have a proven good command of the English Language.

Each Assistant Resident Engineer/Bridge and Drainage Engineer shall be responsible for any minor designs of highway drainage structures, pavement and in carrying out hydrological studies if needed. He/She shall be responsible to assist the Chief Resident Engineer and/or Resident Engineer on matters regarding Pavement, Bridge and Drainage works. The Assistant Resident Engineer shall operate as the Clerk of Works and record all works on Site in conjunction with the Contractor. He/She shall be responsible for day to day records on site and shall keep all records both in their raw form and processed form with assistance from the Inspector of Works. He/She shall be responsible to assist the Resident Engineer on the respective Sites. Further, He/She shall be responsible for testing material and work workmanship and quality control on all works and materials. He/she will be the Key Expert for quality control

and management and also to assist the materials technician with quality control and testing. He shall be responsible for managing the taking all samples and taking out all tests on Site and in the laboratory.

iv. Pavement/Materials Engineer (1 No per Works Lot)

He/She shall have a minimum of a Bachelor's Degree in Highway or Civil Engineering (Any higher qualifications in a relevant field will be an added advantage) and a minimum of Fifteen (15) years relevant experience in pavement design and road engineering materials. He/She must have at least Eight (8) years of experience on site construction Works, including soil and materials testing in both the laboratory and the field, especially related to road construction. He/She shall be a registered member of a recognized professional body. He/She shall be required to register to practice in Zambia by an appropriate body such as the Engineering Institution of Zambia (E.I.Z), the Engineering Registration Board (Eng.R.B), or similar professional bodies, after signature of the Services Contract. He/She shall have at least Five (5) years' experience in road construction Works and materials technology in the Southern Africa Region. He/she shall have a proven good command of the English Language.

He/She shall be responsible to ensure that all Pavement layers and Pavement Works and any other related Works are constructed in accordance with the required output and to ensure quality control and quality assurance. He/She shall be responsible for testing material and work workmanship and quality control on all works and materials. He shall be responsible for taking critical test samples and attending all tests on Site and in the laboratory.

v. Contract and Procurement Specialist (1 No for both Works Lots)

He/She shall have a minimum of a Bachelor's Degree in Highway or Civil Engineering (Any higher qualifications in a relevant field will be an added advantage) and a minimum of Ten (10) years relevant experience in road Works. He/She must have at least Six (6) years of experience in Project and Contract Management of Construction Works and procurement of works. He/She shall have knowledge in the EIB Guide to procurement procedures. He shall be required to register to practice in Zambia by an appropriate body such as the Engineering Institution of Zambia (E.I.Z), the Engineering Registration Board (Eng.R.B), or similar professional bodies, after signature of the Services Contract.

He/She shall have at least three (3) years' experience with FIDIC Books and versions and shall have adequate experience in the evaluation and agreement or

determination of Contractors claims on road construction and rehabilitation projects. He/She shall have a proven good command of the English Language.

He/She shall be responsible for any contractual matters and the evaluation and agreement or determination of Contractors claims.

vi. Quality, Measurements & Quantities Engineer (1 No for both Works Lots)

He/She shall have a minimum of a Bachelor's Degree in Civil Engineering or Quantity Surveying with a minimum of Five (5) years' experience with at least Three (3) years' experience in quality control, measurement of road Works for approval of interim and final payment certificates. He/she must be fully conversant with standard methods of measurement as applied to contracts of this nature. He/She shall also be familiar with FIDIC (MDB Harmonised Edition 2005). He/She shall be a registered member of a recognized professional body. He/She shall be required to register to practice in Zambia by an appropriate body such as the Engineering Institution of Zambia (E.I.Z), the Engineering Registration Board (Eng.R.B), or similar professional bodies, after signature of the Services Contract.

He/She shall have at least Two (2) years' experience in measurement of road Works in the Southern Africa Region. He/she shall have a proven good command of the English Language.

He/She shall be responsible to ensure that all measurements are accurately measured and certified in accordance with the required output and to ensure quality control and quality assurance.

vii. Surveyor (1 No per Works Lot)

He/She shall have a minimum of a Bachelor's Degree in Geomatic Engineering or Land Surveying. He/she shall have a minimum of Seven (7) years relevant experience in topographic surveys in highway engineering Works for road projects using computerized survey software for longitudinal and cross-sections profiles for existing and new proposed alignments. He/She shall be a registered member of a recognized professional body. He shall be required to register to practice in Zambia by an appropriate body such as the Engineering Institution of Zambia (E.I.Z), the Engineering Registration Board (Eng.R.B), the Surveying Institute of Zambia or similar professional bodies, after signature of the Services Contract.

He/She shall have at least Five (5) years' experience in field surveying in Southern Africa Region. He/she shall have a proven good command of the English Language.

He/She shall be responsible to ensure that all topographic surveys and assist and or work with the Measurement Engineer to ensure that measurements are accurately measured and certified in accordance with the required output and to ensure quality control and quality assurance.

viii. Materials Technician (1 No per Works Lot)

He/She shall have a minimum of a Diploma certificate in a relevant field with a minimum of Six (6) years practical experience in soil and materials testing both in the laboratory and in the field. He/She should have at least Five (5) years' experience as a technician in road construction materials testing supervision and should have experience in material testing in at least one (1) bituminous road construction project involving asphalt concrete. He/She shall be required to register as a Technologist/Technician with the Engineering Institution of Zambia (EIZ), after signature of the Services Contract. He/She shall have at least Two (2) years' experience in soil and material testing in the Southern Africa Region. He/She shall have a good command of the English Language. The technicians shall preferably (but not compulsorily) be Zambian Nationals and shall be on site during the official working hours of the Contractor throughout the duration of the Works Contract(s) being supervised.

He/She shall be responsible for testing material and work workmanship and quality control on all works and materials. He shall be responsible for taking all samples and taking out all tests on Site and in the laboratory.

ix. Inspector of Works (2 No per Works Lot)

He/she shall have a minimum of a Diploma in Civil or Highway Engineering. He/she shall have a minimum of Ten (10) years in supervision of road construction and rehabilitation of bituminous surfaced roads, and should have particular experience in quality control, drainage works, concrete works, cement stabilization and bituminous surface treatments, including asphalt concrete, etc. He/She shall be required to register as a Technologist/Technician with the Engineering Institution of Zambia (EIZ), after signature of the Services Contract. He/She should have at least Five (5) years' experience in supervision of road construction in the Southern Africa Region. He/she shall have a good command of the English Language. The inspectors shall preferably (but not compulsorily) be Zambian Nationals and shall be on site during the official working hours of the Contractor throughout the duration of the Works Contract(s) being supervised.

He/She shall be responsible for inspection of Works and Assist the Assistant Resident Engineer as Clerk of Works to ensure that all works and materials and workmanship and any other related works are constructed in accordance with the required output and to ensure quality control and quality assurance.

x. **Health & Safety and Environmental Officer (1 No for both Works Lots)**

He/She shall have a minimum of a Bachelor's Degree in Environmental Management, Natural Resource Management or relevant equivalent with Ten (10) years' general related experience and a minimum Seven (7) years' experience in preparation, implementation and monitoring of Environmental and Social Management Plans, and implementation of Health and Safety requirements, in road construction projects. He/She shall have at least Five (5) years' experience in environmental and social management, and health and safety requirements, in the Southern Africa Region. Experience in Zambia will be an added advantage. He/she shall have a proven good command of the English language. Proven knowledge in the local language of the project area will be an added advantage.

He/She shall be responsible to monitor contractors' compliance on Health & Safety and Environmental. He shall be responsible the overall health and safety and environmental issues on Site and assure that the Contractor performs the works in accordance with the required health and safety and environmental specifications. He will be responsible for Occupational Health and Safety of all workers, visitors on Site and ensure that all health, safety and Environmental aspects are not compromised.

xi. **Traffic Safety Officer (1 No for both Works Lots)**

He/She shall have a minimum qualification of a Degree or Diploma in a relevant discipline with a minimum Ten (10) years general experience in traffic management and road safety. He/She shall have Five (5) years' experience in the supervision and/or implementation of road safety and traffic management in the Southern Africa Region. Experience in Zambia will be an added advantage. He/she shall have a proven good command of the English language. Proven knowledge in the local language of the project area will be an added advantage.

He/She shall be responsible to ensure optimization of the traffic safety on Site and to monitor Contractor's compliance with regard to traffic rules and safety.

xii. Road Safety Specialist (1 No for both Works Lots)

He/She shall have a Bachelor's Degree in Civil Engineering and or Highway Engineering, urban or regional planning, or any related field with a minimum of eight (08) years of professional experience equivalent to a road safety expert. He/She shall be a registered member of a recognized professional body. He shall be required to register to practice by an appropriate body such as the Engineers Registration Board (E.R.B) or similar professional bodies, after signature of the Services Contracts.

He/She shall have at least four (04) years of experience in carrying out road safety engineering and road safety auditing. He shall be responsible for conducting a baseline road safety star rating in line with the International Road Assessment Programme (iRAP) protocol on the existing road (pre-construction), and conduct a road safety star rating in line with the iRAP protocol, on the final design. He/She shall be responsible for inspecting high-risk road sections and develop Star Ratings, Risk Maps and Draft a Safer Road Investment Plan for the road after completion. He/She shall also be responsible to provide road safety training on the road users, track any road safety performance so that Client can assess the benefits of the investment to ensure road safety.

xiii. Resettlement and Social Development Specialist (1 No for both Works Lots)

He/She shall have a Bachelor's Degree in Social Sciences, education and or any related field with a minimum of six (06) years of professional experience equivalent to resettlement and social development. He/She shall be a registered member of a recognized professional body. He shall be required to register to practice by an appropriate body such as the Engineers Registration Board (E.R.B) or similar professional bodies, after signature of the Services Contract. He/She shall have at least three (03) years of experience in carrying out assignments of similar nature on road related Works.

He/She shall be responsible for assisting the Client in resettlement action plans, socio aspects and Environmental and Social Impact Assessment on the Project. He/She will be responsible to ensure that the Contractor(s) are to adhere to the Environmental and Social Management Plan (ESMP), as are all Subcontractors, suppliers and staff and to ensure that any visitor to a project site complies with the ESMP.

xiv. Head Office Backstopping

Any required Head Office backstopping staff and the associated costs are considered to be included in the fee rates. This also includes for all the resources, inputs and materials required for the finalisation and preparation of revised drawings and issue of drawings, design changes and Instructions to the Contractor(s), as required by the "Directive to the Engineer" in Clause 4.27 of this TOR.

20. Junior Non-Key Experts

The Consultant will be required to provide Junior Non-Key Experts, as part of the Environmental and Social Team on each Works Lot, which is required in terms of the Environmental and Social Covenant. The teams will be under the supervision and coordination of the Health & Safety and Environmental Officer, and shall consist of the following;

- 1) One Environmental and Social Inspector (JNK-1), per Works Lot,
- 2) One Health and Safety Inspector (JNK-2), per Works Lot.

Junior Non-Key Experts shall be required to have a minimum of 3 years general professional experience and a minimum of 1 year specific professional experience.

Junior Non-Key Experts shall not be evaluated. However, the successful Consultant shall be required to submit the CV's of all Junior Non-Key Experts to the Client for approval, prior to appointment of the Junior Non-Key Experts.

The Consultant shall also provide for all the necessary secretarial staff, translators and any other staff and labour required for the execution of the services.

21. Referral to the Employer

The Consultant shall refer to the Client any matters regarding additional Works or Variations to the contracted Works. The Client shall appoint a contact person who shall be the Project Manager/Project Desk Engineer to the project in question.

22. Client Input and Counterpart Personnel

- i. The Client and / or other parties

The Client 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 one set of all contract documents and original design reports.
- b) Assist the Consultant in obtaining formal consent from other authorities or persons having rights or power in connection with Works or the site thereof.
- c) Assist in obtaining licenses and permits in connection with the Works.
- d) Assist the Consultant with the required registration process for its Experts to an appropriate body such as the Engineers Registration Board (E.R.B) or similar professional bodies, after signature of the Services Contract. However, the costs for registration will be borne by the Consultant.

On special arrangements, if requested to do so - the Consultant shall organize and undertake on-the-job training for qualified counterpart engineers. The engineers will be seconded to the Consultant by the Client during execution of the Works contract. The training will include apart from others, all aspects of supervision of Works contracts, contract Works scheduling, quality control of completed Works, setting out and measurement.

ii. Offices, Housing, Laboratory and Site Transport - Works Phase

During the Works Phase, the Consultant shall be provided with office and laboratory accommodation, furniture and equipment, housing with furniture and services, and site transportation for staff, through the Works Contract(s), at the project site. These facilities are detailed in the Particular Specifications and the Bills of Quantities of the Works Contract(s).

In summary the following will be provided through **each** Works Contract Lot;

- a) 350m² of Offices (interior floor space),
- b) 150m² of Laboratory (interior floor space),
- c) 160m² Ablution units,
- d) 150m² concrete floor space with roof,
- e) Office and laboratory furniture,
- f) Office stationary,
- g) Office and laboratory fittings such as power points, lights, air conditioning units,

- h) Telephone service and costs,
- i) Survey equipment,
- j) Laboratory equipment,
- k) Computer facilities,
- l) Housing, furniture and facilities for 20 No labourers,
- m) Prefabricated houses and furniture for Key Site Staff (11No),
- n) Services for offices, laboratory and accommodation,
- o) Vehicles and maintenance; 1 SUV, 11 Double cabs and 2 Single cabs, with two way radios,
- p) Support staff; laboratory assistants, labourers and checkers.

The cost of any additional requirements of the Consultant not covered by the Works Contract(s) or included in the costs listed in Section 24 below, are for the Consultants own account.

23. Duration of the Assignment

The duration of the Inception Phase, Construction Supervision Phase and Defects Notification Period is expected to be 3 months, 36 months and 24 months respectively. The engagement shall be deemed to have started on execution of the agreement for the services and once the no objection for the list of prequalified bidders has been received from the EIB. There is the option of extending the services in case the Works Contracts are extended, subject to satisfactory performance and budget availability.

The engagement shall terminate once ALL of the following have been satisfactorily executed;

- a) Final inspection of Works at the expiration of the latest Defects Notification Period for a section of the Works for which a Taking-Over Certificate has been issued,
- b) Performance Certificate has been issued,
- c) Final Payment Certificate is certified, submitted and accepted by the Client,
- d) Lessons Learnt Report is completed, submitted and accepted by the Client,
- e) Final Completion Report is completed, submitted and accepted by the Client,
- f) Complete As-Built Drawings have been reviewed as complete and correct, submitted and accepted by the Client,
- g) All detailed claims submitted by the Contractor(s) have been evaluated and an agreement or determination submitted and accepted by the Client,

- h) The Consultant has fulfilled all its obligations.

24. Payment Terms of Consultant

Payments shall be made to the Consultant in accordance with the Conditions of Contract.

The Consultant shall provide the cost of the expatriate and local staff, reimbursables and miscellaneous expenses, and other costs as he deems to be required. The Consultant shall summarize the monthly and total costs, and accompany the same with a schedule showing the Consultants involvement.

The Costs shall be provided to cover the Consultant's performance of the duties described in these ToR, in accordance with, but not limited to, the following:

- a) Monthly costs, subsistence and allowances for expatriate staff;
- b) Monthly costs, overtime and allowances for local staff;
- c) Cost of mobilization, demobilization and leave trips;
- d) Cost of lodges or hotels in Lusaka enroute to project site;
- e) Lump sum cost of all required staff inputs, office space, furniture, facilities, secretarial, office and computer equipment and software, consumables, accommodation and transport in Lusaka during the Inception Phase;
- f) Transportation for key personnel off site;
- g) Cost of secretarial and translator inputs on site including cost of producing and printing reports;
- h) Other costs which must be specified by the Consultant, such as but not limited to; shipment of personal items, visas, employment permits, registration and license fees.

Payments for inputs during the Works Phase will be made monthly for undertaking the assignments/deliverables described in these ToR, to cover fees for approved personnel and approved reimbursable and miscellaneous expenses. Payment for approved personnel shall be time related, based on man-days of each key staff member's availability on site, as confirmed by the Clients Regional Office, through signed and approved time-sheets.

Payment during the Inception Phase will be made as a single lump sum amount for undertaking the assignments/deliverables described in these ToR, and will be performance based. Payment of the lump sum amount will be made on the

satisfactory completion of the milestones, and submission and acceptance by the Client of the required Inception Report for Works Tender and Pre-Mobilisation Phase.

Payment for the preparation and submission of the Lessons Learnt Report and Final Completion Report, will be made as a single fixed sum amount, upon acceptance by the Client of BOTH the aforementioned reports and documents.

No other payments shall be made to the Consultant under this Services Contract, except as agreed by parties during the Contract implementation, which may include additional services and extension of time.

25. General Payment Obligations

The Consultants remuneration shall be deemed to cover all its liabilities, fees, reimbursables, miscellaneous expenses, international travel costs, support of its Head Office staff, its Backstopping staff, and all its obligations other than additional services not covered by these ToR.

26. Leave, Resignations and Replacements

The Consultants expatriate staff engaged in the supervision of the construction Works will be entitled to 30 days leave per calendar year. With regard to leave, the international expatriate staff are entitled for one round trip of international travel per year (economy class), for which the Consultant will be reimbursed. Man-months during annual leave will not be paid. It is expected that any additional support required by the Consultant during periods of leave shall be provided by utilization of the input from the Chief Resident Engineer or other suitably qualified assigned staff. The leave requirements of the team shall be scheduled to minimize any such requirements, or disruption to the services, and to be assigned during periods of low productivity by the Contractor, or during the annual shutdown of the Works should such be included in the Contractors Programme.

However, should a Consultant staff member require special leave outside the Contractor's annual close-down, the Consultant shall provide, at no additional cost to the Client, an equally qualified person to stand in for the period that the permanent site staff member is on special leave. The special leave of a permanent site staff member as well as the person relieving a permanent site staff member shall be approved by the Client prior to such leave being taken. The Consultant shall not

transfer any staff without prior written permission of the Client and shall replace personnel, if deemed necessary by the Client and fill vacancies which are created for whatever reason, e.g. resignation, illness, non-performance etc., at no additional costs to the Client, with equally or better qualified persons approved by the Client. The remuneration to be paid for any of the personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced. In case of lesser qualifications and working experience, the Client shall have either the right to reject the proposed replacement or to negotiate reduced remuneration.

27. Directive to the Engineer

The attention of Consultants is drawn to the amendments that have been made to the design and which have been provided for in the Works Bidding Documentation as a result of the review of that design carried out in 2016 and 2023. Those amendments have changed the structure of the pavement from the originally proposed:

- 45mm AC wearing course
- 85mm AC base course
- 150-200mm crushed stone base course and
- 150-200mm cement stabilised sub base formed from the existing base and surfacing

To:

- 45mm AC wearing course (design amended in 2023 to 60 mm continuously graded medium grade asphalt concrete surface layer (B35/50))
- 105mm AC base course (design amended in 2023 to 90mm asphalt base layer] (B35/50))
- 150mm crushed stone base course and
- 150mm cement stabilised sub base formed from the existing base and surfacing

The Finished Road Levels shown on the Tender drawings are thus 20mm below those required by the amended design. This, and other revisions or changes and Instructions shall be prepared, finalized and issued by the Consultant in accordance with the Directive to the Engineer, within the timelines specified below:

1. Lot 1 - km 4+100 to km 38+100 (34km), within 60 days of Contract signing,
2. Lot 1 – km 38+100 to km 61+100 (23km), within 120 days of Contract signing,
3. Lot 1 – km 61+100 to km 86+770 (26km), within 180 days of Contract signing,
4. Lot 2 – km 86+770 to km 111+770 (25km) within 60 days of Contract signing,
5. Lot 2 – km 111+770 to km 136.770 (25km), within 120 days of Contract signing,
6. Lot 2 – km 136.770 to km 165+646 (29km), within 180 days of Contract signing.

All revisions, changes and Instructions required in accordance with the Directive to the Engineer shall be submitted to the Employer for approval prior to issue to the Contractor(s). The above specified timelines shall include for an Employer approval time of a maximum of 14 days for each submission.

The Consultant shall discuss the requirements of the Directive to the Engineer with the Contractor(s), and prioritize any agreed requirements within each of the above sections. It should be noted that the above three sections per Lot, are based on the phased access to site in Year 1, Year 2 and Year 3 of the Works Contract, and cannot be changed without the approval of the Employer.

The following Table identifies the drawings created for the Project; those which are current; those which are issued as a consequence of the design review and those from the original design which are no longer applicable to the Works. Bidders should note that construction drawings will be issued by the Engineer:

Item	Drawing Nr	Title	Originator	Identification and Comment
1	B1	Situation and project overview - Index	TYPSA	This remains as valid information
2	B2	General Layout	TYPSA	This remains as valid information
3	B3	Plan and Profile	TYPSA	The horizontal alignment will be confirmed by instruction from the Engineer as will the centre line levels which have been increased consequential to the pavement revision. The final locations of lay byes, bus bays and parking areas will also be confirmed by instruction from the Engineer.
4	B4	Typical Cross Sections	TYPSA	The cross section dimensional information on this drawing remains valid data. The

				pavement structure revision is shown of item 30 of this list.
5	B5	Cross Sections	TYPSA	These have not been revised. They are therefore at error to the extent that the pavement structure and horizontal alignment may change. The information indicating the nature and extent of the works at each cross section remains valid.
6	B6	Drainage	TYPSA	All typical details remain valid
7	B6.1	Armco culverts	TYPSA	All typical details remain valid
8	B6.2	Culverts	TYPSA	All typical details remain valid
9	B6.3	Access Culverts	TYPSA	The details on this drawing are for "driveway accesses" or "drain crossings. The junction accesses to the main road are shown on item 28 of this list.
10	B6.4	Mitre Drains and Concrete Lining	TYPSA	All typical details remain valid
11	B6.5	Protection for Concrete	TYPSA	All typical details remain valid
12	B6.6	Typical Embankment Drains	TYPSA	All typical details remain valid
13	B6.7	Channel Details	TYPSA	All typical details remain valid
14	B7	Road Furniture and Signs	TYPSA	This information is supported by the Tabulations included in the PART 2 Bidding Document
15	B7.1	Road Markings	TYPSA	All typical details remain valid
16	B7.2	Junctions	TYPSA	This information is supported by the details in item 28 of this list
17	B7.3	Lay-by	TYPSA	This information is supported by the details in item 27 of this list
18	B7.4	Climbing Lane	TYPSA	This information remains valid
19	B7.5	Typical solution for built up areas: Road humps and rumble strips 1	TYPSA	This information is supported by that included in the PART 2 Bidding Document
20	B7.6	Built up Parking Areas	TYPSA	This information remains valid
21	B7.7	Guardrail Detail	TYPSA	This information remains valid
22	B7.8	Guidance Signalling	TYPSA	This information remains valid
23	B7.9	Temporary Signalling	TYPSA	This information remains valid
24	B8	Quarries and borrow pits location map	TYPSA	This information remains valid
25	B9	Location of trial pits	TYPSA	This information remains valid
26	001	Roundabout General Layout Plan	COWI	This information is a revision to the original design
27	002	Bus Bay and Laybye Typical Layout	COWI	See comment under item 17 above
28	003	Typical Access Road Details and Gate Way sign	COWI	This information is a revision to the original design
29	004	Sign and marking details for	COWI	This information is a revision to the original design

		Curves with Radii < 1000m and Typical approach marking and furniture to Built up area		
30	GGAL/C OW/M/ ALS/C/30 /001/R1	Typical Cross Section	COWI	See Item 4 above

DIRECTIVE TO THE ENGINEER ON FINALISATION OF INSTRUCTIONS PURSUANT TO THE DESIGN REVIEW:

The agreed recommendations of the design review are to be implemented through the input of the supervision consultancy and that input is listed below and becomes part of the scope of the supervision consultancy and advice to the Bidders to fully understand the changes that will be made to the design as shown on the Bid Drawings.

The following also records for the Bidders the extent to which the potential changes have been provided for in the PART 2 Specification and the Quantitative provisions of the BOQ in the Works documentation for each LOT.

The extent of the recommendations includes:

1. Input to the horizontal and vertical alignment;
2. Changes to the profile drawings to accommodate the increased finished road level resulting from the increased pavement structure;
3. Changes required to the geometrics of the road other than the alignment issues;
4. Re assessment of the culvert discharge areas and possible design of additional works in this regard;
5. Identification of road safety issues including signage and other road furniture and markings.

The input that will be necessary from the Consultant to implement these recommendations is described below:

1. Geometrics and Alignment:

(a) The revised pavement structure is 20mm thicker than that provided for in the original design. The consequence of this is that the Finished Road Levels shown on the tender drawings are lower than the requirement by this amount. This has been noted in the preamble to the Bills of Quantities issued as part of the Works tender documents and as a general formalization of this it is necessary to confirm this as a variation to the works contracts for each LOT.

(b) As a prerequisite to the variation noted in 1(a) above it is necessary to additionally redesign the approaches to the curves in the table below all of which in the original design have inadequate sight distances. The adjustment of these approach levels must enable the revised pavement thickness and provide the necessary increase in sight distances.

Chainage		Type
From	To	
4.598	4.830	Crest
19.911	20.213	Crest
23.735	24.188	Crest
24.216	24.479	Sag
25.564	25.797	Crest
33.639	34.063	Crest
37.451	37.787	Crest
38.086	38.420	Sag
46.023	46.420	Sag
46.487	46.974	Crest
65.559	65.902	Sag
75.690	76.061	Crest
91.352	91.724	Crest
147.662	147.987	Crest
162.123	162.536	Crest

(c) Assess the application of super elevation to the curve at km123+415 (LOT 2) and instruct the Contractor accordingly;

(d) Assess the requirement for and instruct the Contractor on the incorporation of transitions on all super elevated curves;

(e) Carry out a flat spot study on all super elevated sections; assess such changes as are required to ensure that minimum drainage gradients are included and instruct the Contractors accordingly;

(f) The entry and exit (deceleration and acceleration) tapers for climbing lanes are shown as respectively 95m and 175m. These are to be adjusted for gradient in accordance with Table 8.2 of the Draft SATCC Code of Practice for the Geometric Design of Trunk Roads July 2001 and any necessary changes instructed to the Contractor;

(g) The typical cross section for the curve situation shows the super elevation continuing to the outer edge of the shoulder. The super elevation should end at the edge of the carriageway (lane) at the outer side of the curve and from that point to the outer shoulder edge the profile should be at standard cross fall. For the inner

side of the curve the super elevation should be continuous across the lane and shoulder. The practicality of this is dependent on the equipment available to the Contractor and the extent to which the process negatively impacts production. That decision is for the Engineer on each LOT.

(h) Radii at junctions and access points are to be reassessed as follows:

- (i) At all major junctions a minimum of 10m
- (ii) At Bellmouth accesses a minimum of 15m

The instructions to the Contractor should include any assessment of consequential increases in quantities.

All accesses and junctions are to have a minimum surfaced distance of 10-15m from the road edge.

(i) Bus bays should be revised as follows:

- (i) Exit and entry tapers should be increased to 1:10
- (ii) Where bus bays are located on gradients these should be relocated;
- (iii) The locations of the 11 new bus bays should be assessed in respect of justification and necessity of service;
- (iv) Specifically, the bus bay at km70+742 is located on a horizontal curve of radius 900m and the super elevation has been continued into the bus bay. This should be replaced with normal cross fall from the edge of carriageway to the rear edge of the bus bay.

(j) A reassessment of lay bye, bus bay and parking bay locations is to be carried out. The 10 improved lay byes and the 11 new locations should be placed so as to ensure minimum safe distances between these facilities.

2. Survey

The originally established survey control system of beacons and bench marks has been effectively reduced/destroyed to an extent that will render this not an efficient facility for the control of the setting out of each LOT. This should be re-established by the Contractor in advance of the commencement of Works and verified by the Engineer. The Contractor is required to provide such assistance to the Engineer as is necessary to ensure that this verification is completed as necessary to facilitate the Contractor's implementation programme. In essence this would entail the following:

- I. Contractor to establish permanent Primary Control Benchmarks at 5 km intervals over the entire project length;
- II. Contractor to establish permanent Secondary Control Benchmarks (inter-visible and not exceeding distances of 300 m between them) over the entire project length;
- III. Contractor to survey the centre line of the road (X,Y), commencing at the start of the project and proceeding to the end.

3. Drainage

(a) A detailed site survey of culvert and mitre drain discharge points and routes must be undertaken and where any possibility of erosion or other damage to private property is identified specific design must be made to avoid such and the necessary instructions issued to the contractors;

4. Pavement and materials

(a) The review has revised the traffic analysis period and as a result determined that the Traffic Class increase requires a re-design of the pavement overlay. This is adequately described and quantified in the Works bidding documents and will require the issue by the supervision team of the necessary instruction to the Contractor since no revision to the tender drawings has been made. A revised typical cross section is included in the Works bidding document. This revised cross section can be used by the Engineer in the compilation of the construction drawings for the Works;

(b) Both the original design and the subsequent review has sampled and tested the identified borrow pits that are located along the road. The review confirmed the original design opinion that the available material was specification compliant and of adequate volume for the completion of the Works;

(c) The bidding documents have not designated material sources and have not provided for haulage of material. This is entirely the Contractor's issue. For this reason, there are no mass haul diagrams issued to the Contractor. All sources of material are entirely for the Contractor's decision and for subsequent approval by the Engineer based on location and specification compliance.

5. Road Safety, Signage, Marking and Furniture

(a) The recommendation of the review that speed limits will be reduced generally to 100km/hour and in built up areas to 50km/hour has been accepted by the Road

Development Agency and this requires a re-designation of the traffic sign requirements as presently shown in the BOQs and the issue of the relevant instructions to the Contractors. A Table of all road signage requirements recommended by the Road Safety Audit is included in the Specification (PART 2) of the Works documents and the BOQ has made quantitative provision for these.

(b) There are recommendations within the Road Safety Audit in respect of specific locations as follows:

(i) The possible closure of the junctions at kms 26+430 and 27+670 both of which enter the road at locations within the section provided with a climbing lane. Right turns from these accesses are a potential accident opportunity and the options of closing these; prohibiting right turns or providing a permanent barrier between the traffic directions should be investigated. The Road Sign Table in PART 2 has made provision only for standard junction advice signage at these locations.

(ii) There is a junction at both sides of the main road at km 48+930 providing access to the pipeline corridor. This presents a similar problem as noted in (i) above although this is not in a climbing lane area. This pipeline is a security area and a proposed solution is to provide a locked barrier thus limiting the access to personnel from the pipeline company and limiting the potential danger represented by the access. This should be investigated in conjunction with the pipeline company. No provision for such a barrier has been made in the BOQ.

Alternatively, the junction can be redesigned so that the accesses are opposite each other and at right angles to the road.

(iii) Painted pedestrian crossings are to be provided in urban areas and a Table of the locations of these is included in PART 2 Specifications and duplicated below. The BOQ has made provision for these crossings and the associated Road Signage, speed humps and rumble strips. In less busy areas specifically Kasangala, Matutu, Yosamu, Chimbele and Chewe rumble strips should be used as the traffic calming pedestrian protection measure. These inclusions should be confirmed by instruction to the Contractors.

Painted pedestrian crossings are to be provided at the locations shown in the Table below:

From	Chainage		Location	Recommended no pedestrians crossing
	To			
5+860	6+400		Small built-up area (Malashi)	1
11+200	11+600		Small built-up area (Mwalala)	1
12+360	13+150		Chikwanda Village	2 - add at 12+700
21+800	22+300		Danger Hill Village (Lufune)	1
37+900	38+100		Mukungwa School	1
59+300	59+800		Lwanya Village	1
70+500	70+850		Mukwikilie junction and Shikasaka	1
86+000	87+000		Built-up area at Shiwa Ng'andu turn off	3 - add at 86+250 & 86+700
100+560	101+725		Phillip School Village	1
109+800	110+400		Kabangama	1
120+100	122+200		Small built-up area (Kasangala)	0
123+800	124+700		Matumbo Village	2 - add at 123+900
126+800	127+050		Bulaya Village (Kanakashi)	1
130+100	130+300		Small built-up area (Mayuka)	1
134+700	135+300		Chinkumba	1
Total				18

These locations and numbers vary from those indicated in the design drawings and the revision must be instructed to the Contractors. The BOQs have quantitative provision for the accesses indicated in the Table above.

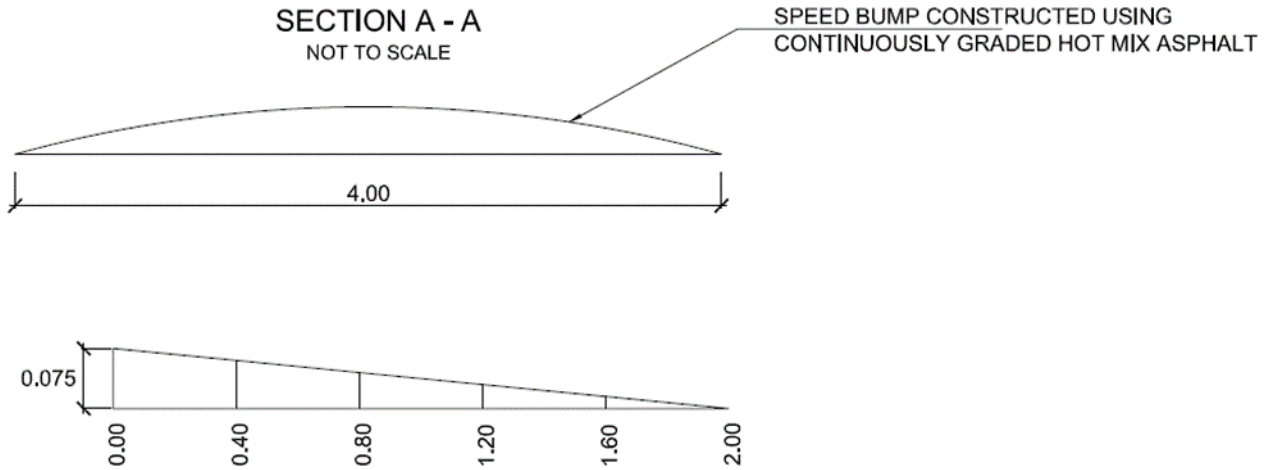
(iv) Speed Humps and Rumble Strips are to be provided at the locations shown as recommended in the Table below:

km	Description of location	No. of Speed Humps at location	No. Rumble Strips	Pedestrian Crossings	Total No Rumble strips
LOT 1					
5+860,6+100,6+400,	Small built-up area (Malashi)	3	12	1	16
11+200,11+400,11+600	Small built-up area (Mwalala)	3	12	1	16
12+360,12+700,12+900 ,13+150	Chikwanda Village	4	16	2	24

16+000,16+200	Chintu/ZSA village	2	8		8
21+800,22+050,22+300	Danger Hill Village (Lufune)	3	12	1	16
37+900,38+100	Mukungwa School	2	8	1	12
59+300,59+550,59+800	Lwanya Village	3	12	1	16
70+500,70+675,70+850	Mukwikilie junction and Shikasaka	3	12	1	16
86+000,86+250,86+500,86+750,	Built-up area at Shiwa Ng'andu turn off	4	20	3	32
LOT 1 TOTALS		27	112	11	156
LOT 2					
87+000, 100+560, 100+800 & 101+100 & 101+350	Phillip School Village	5	20	1	24
109+800, 110+000 & 110+200, ,110+400	Kabangama	4	16	1	20
120+100,122+200	Small built-up area (Kasangala)	2	8		8
123+800,123+800 & 124+050 & 124+250 & 124+500,124+700	Matumbo Village	5	20	2	28
126+800, 127+050	Bulaya Village (Kanakashi)	2	8	1	12
130+100, 130+300	Small built-up area (Mayuka)	2	8	1	12
134+700	Chinkumba	3	12	1	16
141+150	Matutu				4
144+400	Yosamu				4
146+040	Chimbele				4
156+200	Chewe				4
165+575	Chinsali Town	1	4		4
TOTALS LOT 2		24	96	7	140

These locations and numbers vary from those indicated in the design drawings and the revision must be instructed to the Contractors. The BOQ has provision for the quantitative requirement for both speed humps and rumble strips as shown in the Table above.

The design of the speed humps is to be changed to that shown below. The BOQ and specification has provided for this.



(v) Rumble Strips are required as indicated in the Table in (iv) above. Strips should comply with the Specification of:

Each location to be a set of 4-5 strips, each strip to have a cross section with maximum height of 15mm with rounded top corners and a maximum width of 100-200mm.

Strips can be made of asphalt or a proprietary brand approved by the Engineer.

(vi) Guard railing is to be provided on all embankments over 1.5m in height and wherever slopes steeper than 1:3 occur. These requirements are met by the locations listed below and provision for this has been made in the BOQ:

Left Side			Right Side		
From	To	m	From	To	m
LOT 1					
5+120	5+360	240	5200	5382	182
7312	7532	220	7350	7380	30
11800	11900	100	11793	11917	124
17330	17388	58	23148	23266	118

Left Side			Right Side		
From	To	m	From	To	m
20501	20577	76	24222	24389	167
23000	23266	266	25950	26020	70
24222	25288	1066	26160	26320	160
25228	25720	492	26543	26809	266
25820	26925	1105	27660	27720	60
27460	28200	740	28070	28260	190
29343	29425	82	30489	30783	294
30447	30860	413	31679	32093	414
31090	31159	69	32821	33405	584
31679	32207	528	33655	33825	170
32635	33294	659	35280	35600	320
33588	33829	241	36845	36945	100
34235	34645	410	37753	37924	171
35500	35674	174	38146	38338	192
36845	36945	100	39410	39710	300
37701	37959	258	40690	41070	380
38160	38453	293	43563	43913	350
39220	39600	380	44150	45250	1100
40620	41080	460	45573	45659	86
44150	45200	1050	45850	45930	80
45920	46300	380	45943	46409	466
47140	47500	360	47020	47400	380
48005	48468	463	48069	48326	257
51249	51426	177	50206	50310	104
52545	52645	100	51179	51537	358
53294	53486	192	52545	52645	100
54096	54347	251	53269	53548	279
58140	58460	320	54097	54348	251
59105	59425	320	54804	54898	94
60519	60883	364	57315	57665	350
65521	65780	259	58154	58394	240
74480	74800	320	60599	60845	246
78920	79168	248	65440	65800	360
82610	82710	100	72984	73165	181
83190	83290	100	74560	74880	320
			78960	79168	208
			80380	80897	517
			82611	82711	100

Left Side			Right Side		
From	To	m	From	To	m
			83189	83,289	100
TOTAL	LOT 1	13,434m			10,819m
LOT 2					
89120	89436	316	89120	89510	390
90700	91140	440	90851	91040	189
92640	93129	489	92720	93129	409
95460	96040	580	95600	95960	360
97100	97820	720	97360	97600	240
98340	98965	625	101314	101430	116
99572	99845	273	102815	102915	100
100300	100400	100	104458	104865	407
101260	101429	169	107952	108052	100
107900	108051	151	109272	109385	113
109272	109384	112	110660	110865	205
110680	111020	340	111354	111805	451
111325	111835	510	116952	116692	100
113967	114067	100	120280	120360	80
116591	116691	100	126980	127450	470
120279	120725	446	128760	129250	490
121663	121763	100	130379	130640	261
126900	127300	400	138411	138485	74
128780	129250	470	140970	141285	315
130333	130640	307	142406	142825	419
134100	134400	300	146038	146190	152
140969	141100	131	147455	148426	971
142603	142703	100	149068	149532	464
146038	146190	152	151443	152225	782
147455	147709	254	161071	161280	209
147967	148360	393	163115	163318	203
151442	152385	943	163975	164487	512
159996	160225	229	164775	165205	430
161071	161385	314			
162592	163425	833			
164902	165205	303			
TOTAL	LOT 2	24,134			9,012

(vii) The total number and location of Lay byes has been revised and is now as shown in the Table below. The BOQ has made provision for these in respect of pavement, surfacing, kerbing and signage.

From	To	Side	From	To	Side
LOT 1			LOT 2		
9632	9769	R	111117	111254	L
19927	18064	L	111254	111392	R
18902	19039	L	117937	118074	L
19039	19177	R	133122	133259	L
25800	25938	L	148412	148549	L
26717	26854	R	154052	154189	L
28100	28238	R	154189	154327	R
41777	41914	R			
49382	49519	L			
64005	64143	R			
64143	64280	L			
73672	73809	L			
73809	73947	R			
77116	77254	R			
82712	82849	L			
85829	85966	L			

(viii) The Table below shows the total number of Bus Bays and the locations of these and a revised layout sketch is included in the Bidding Document. The BOQs have made the necessary quantitative provision for the revised number and design of these.

From	To	Side	From	To	Side
LOT 1			LOT 2		
12591	12693	R	110047	110148	L
21941	22043	L	120107	120208	L
37992	38093	L	124099	124201	L
59298	59400	R	126949	127051	L
70742	70843	L	130149	130251	R
86597	86698	R	134849	134951	R

(ix) The Table below shows the total number of Parking Bays and the locations of these. The BOQs have made quantitative provision for these.

From	To	Length m	Side	Area sq. m	From	To	Length m	Side	Area sq. m
LOT 1					LOT 2				
12700	12965	265	R	5025	101130	101250	120	R	2608
21930	22070	140	R	1867	110035	110200	165	R	2602
22060	22155	95	L	1135.82	121080	121140	60	L	775
37945	38080	135	R	2180	123945	124100	155	L	1862
59430	59490	60	L	484					

59500	59590	90	R	726
70580	70680	100	R	1600
86425	86590	165	L	2839

(x) Signage at curves

The following curves have radii less than 1000m and should be provided with sharp curve signage. This has been provided for in the BOQ and in accordance with the Drawing number 004 listed as Item 29 in the Table included in Section 14 of the Preamble to the BOQ.

Chainage		Radius m	Chainage		Radius m
From km	To km		From km	To km	
4.632	4.957	950	63+571	63+864	950
6.414	6.638	915	65+086	65+478	850
13.205	13.457	960	68+439	68+685	950
14.712	14.991	990	70+752	71+017	900
15.966	16.170	850	72+972	73+452	900
17.244	17.526	870	80+358	80+894	890
19+920	20+184	970	84+594	85+057	890
24+538	24+838	900	88+127	88+493	990
25+497	25+709	900	93+372	93+995	890
27+649	28+212	925	95+502	96+211	880
31+713	31+999	990	127+145	127+456	850
32+887	33+422	890	134+141	134+427	950
34+117	34+556	885	136+909	137+260	900
40+619	40+874	890	141+276	141+706	880
43+583	43+870	900	145+880	146+052	900
44+621	45+014	875	152+116	152+745	860
47+363	47+782	906	155+089	155+410	850
47+782	48+063	777	159+660	160+290	860
50+214	50+461	900	161+768	162+020	930
57+143	57+872	710	163+682	164+458	880
			164+997	165+574	860

6. Additional works

(i) The solar street lighting provision in the Bills of Quantities is to be utilized at Shiwan'gandu and Matumbo and at Police or Military Check Points;

(ii) The bidding document makes provision for 12 boreholes in LOT 1 and 15 in LOT 2, these are the numbers identified as being lost in the Resettlement Plan. In addition, boreholes are to be provided at the following villages where there is habitation on both sides of the road with a single water point on one side thus creating a pedestrian flow that can be eliminated by providing an additional water point on the side opposite to that existing source.

Village Name	Location	LOT #
Mukungwa	38+100	1
Lwanya	58+340	1
Mukwikilie	70+660	1
Kanakashi	111+400	2
Mayuka	130+200	2
Chimbele	146+400	2

All locations are to be confirmed, identified and instructed to the Contractor following consultation with the local population and traditional leaders.

(iii) The junction at km48+930 will be redesigned so as to stagger the north and south approaches across the main road;

(iv) Hard Standing Parking areas should be established at "Danger Hill" and on both sides of the road at Shivan'gandu from 86+500-86+600, at Matumbo and at Chinsali T2/RD58 Junction, and designed to provide a hard standing fuel spillage resistant area estimated at 2000 sq. m. on each side of the road. The BOQ has made provision for these areas to be constructed as 150mm of mesh reinforced concrete on a prepared and gravelled surface in bays not exceeding 10m x 5m and with sealed expansion joints. This has been provided for in the Bills of Quantity for LOT 1 as a provisional sum of EUR200, 000. This requires confirmation of design and price before final instruction to the Contractor for LOT 1.

(v) A "run off area" (arrestor bed) is to be provided at approximately km24+400 on the downhill lane (south bound) lane. This should comprise the maximum length possible but not less than 100m of 5m wide contained width with minimum 1m thick coarse sand fill with a buffer wall in reinforced concrete at the end of the bed. The BOQ has made specific provision for the construction of this (Bill 15300-Ancillary Road Works) but the detailed layout and location must be assessed and instructed on site.

(vi) It is proposed to construct roundabouts at the principal junctions with the D53 (Shivan'gandu in LOT 1) and at the Chinsali turn off at the end of LOT 2. A standard/typical roundabout layout is annexed to the Specification PART 2. The BOQs have made provision for these.

(vii) There are accesses at the locations listed below which have not been accounted for in the Bid drawings as issued. These are to be confirmed as operative and if confirmed are to be instructed as constructed bell mouths in accordance with the

standard drawings as provided by the review and annexed to the Specification PART 2. The BOQ has made quantitative provision for these at: 12+800; 13+150; 33+900; 44+150; 59+600; 73+250; 79+300; 83+100; 84+300; 87+800; 89+750; 92+650; 113+400; 123+300 and 142+300.

7. Climbing Lanes

(i) Where the design provides for long climbing lanes the recommendation is to provide 3 lanes with lengths of 1-2km with 2 lanes up (1 inner lane for slow moving traffic) and one down then alternating to 2 down and 1 up for a similar distance. The exact location for these areas is to be determined and the necessary instructions for construction; signage and marking instructed to the Contractors. The BOQ has not provided for the signage required for this change over.

8. Concrete Pavement at Police and Military Checkpoints

Improvements are to be made at Police and Military Checkpoints to improve road safety and the flow of vehicles by providing a hard standing fuel spillage resistant area estimated at 2000 sq. m. in total at each checkpoint. This is to consist of a designated heavy vehicle lane and a dedicated light vehicle lane, in both directions. There is also a provision for the erection of solar powered lights.

The BOQ has made provision for these areas to be constructed as 150mm of mesh reinforced concrete on a prepared and graveled surface, with sealed expansion joints. This has been provided for in the Bills of Quantity (Bill 15300-Ancillary Road Works) as provisional sums for both LOT 1 and LOT 2. This requires confirmation of design and price before final instruction to the Contractor for LOT 1 and LOT 2.

9. Emergency Repair of Potholes

Due to the ongoing deterioration of the road, there is a need for the Contractor(s) to perform emergency repair of potholes in locations to be identified and instructed by the Engineer, as soon as possible after commencement of the Works. This has been provided for in the Bills of Quantity for both LOT 1 and LOT 2. It is expected that areas where the Contractor will work in Year 1 of the Works Contract will only require to be filled with suitable cement stabilized gravel material, to be approved by the Engineer. Areas where the Contractor will work in Year 2 and Year 3 of the Works Contract, will require an asphalt concrete filling, to be approved by the Engineer, with the possibility of a stabilized gravel base, depending on the depth of the pothole.

PART II

Section 8. Conditions of Contract and Contract Forms

Foreword

1. Part II includes a standard Contract form for Consulting Services, a Time-Based Contract that is based on the contract forms included in the harmonized Request for Proposals (RFP) (Master Document for Selection of Consultants prepared by participating Multilateral Development Banks (MDBs).
2. **Time-Based Contract.** This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's Experts multiplied by the actual time spent by the Experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise the Consultant and to be involved in the daily execution of the assignment.
3. The template is designed for use in assignments with consulting firms.

Standard Form of Contract

Consulting Services

Time-Based

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Preface

- (a) The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 Fraud and Corruption; the Special Conditions of Contract (SCC); and the Appendices.
- (b) The General Conditions of Contract, including Attachment 1 on Fraud and Corruption shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

Contract for Consulting Services

FOR

THE CONSTRUCTION SUPERVISION OF THE REHABILITATION OF
161.5KM OF THE GREAT NORTH ROAD (T2) - FROM MPIKA TO
CHINSALI IN MUCHINGA PROVINCE OF ZAMBIA

Great North Road (T2) Upgrade Project, Zambia:

Country: Zambia

RFE NO: RDA/CS/OIS/003/24

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

Loan No./Credit No./ Grant No.: Contract Number (FI N°) 84679; Operation Number
(Serapis N°) 2015-0219);

Grant No.: FI N° 89907; Serapis N° 201 5-0219

between

The Road Development Agency
and

[Name of the Consultant]

Dated: _____

I. Form of Contract

TIME-BASED

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

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

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received (through the Government of the Republic of Zambia (hereinafter called the "Borrower")) financing under a loan from the European Investment Bank (EIB) (the "Bank") and a grant from the European Union (European Development Fund under the Africa Investment Facility) towards the cost of upgrading approximately 162km of the Great North Road (T2) and intends to apply a portion of the proceeds of this loan/and grant 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 and grant agreement, including prohibitions of withdrawal from the [loan/credit/grant] 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 European Union, either autonomously or pursuant to the financial sanctions decided by 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/financing/grant] agreement or have any claim to the [loan/credit/grant] 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 "Fraud and Corruption";
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Reimbursables Cost Estimates

Appendix E: Form of Advance Payments Guarantee

Appendix F: Code of Conduct (ES)

Appendix G: Form of Covenant of Integrity

Appendix H: Form of Environmental and Social Covenant

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E; Appendix F; Appendix G; and Appendix H. 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]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) "Bank" means the name specified in the SCC
- (c) "Borrower" means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (d) "Client" means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (e) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (f) "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).
- (g) "Day" means a working day unless indicated otherwise.
- (h) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (i) "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.
- (j) "Foreign Currency" means any currency other than the currency of the Client's country.

- (k) "GCC" means these General Conditions of Contract.
- (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 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. Any other specific or different provisions relating to "JV" as applicable to this contract are specified in the SCC.
- (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 Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (o) "Local Currency" means the currency of the Client's country.
- (p) "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.
- (q) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (s) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (t) "Sub-consultants" (or "Sub-contractor") means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract. Any other specific provisions

relating to "Sub-Consultant" as applicable to this contract are specified in the SCC.

- (u) "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. Fraud and Corruption; and Eligibility**
- 10.1 The Bank is committed to ensuring that its loans are used for the purposes intended and its operations are free from prohibited conduct (including but not limited to, fraud, corruption, collusion, coercion, obstruction and money laundering and terrorist financing). In particular, in countries outside the EU, the Bank will, as a general rule, require that: any tenderer for works, goods or services, as a condition of admission to eligibility; comply with the Bank's Anti-Fraud Policy and its Exclusion Policy as set forth in Attachment 1a to the GCC, and to execute and attach to its tender a Covenant of Integrity as set forth in Attachment 1b to the GCC. The Bank requires compliance with the Bank's Anti-Fraud Policy and its Exclusion Policy.
- 10.2 **Eligibility:** The Bank requires that all parties constituting the Consultant including any individuals and firms, subcontractors (sub consultants) or suppliers, joint ventures, consortiums, or association (JV), and their individual members for the purpose of any part of the Contract, have the nationality of an eligible country of the Bank in as listed in Attachment 2 of the General Conditions, Eligible Countries to offer consulting services for Bank-financed projects. 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 Bank in the Guide to Procurement for projects financed by the EIB, September, 2018.
- a. Commissions and Fees**
- 10.3 The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity

or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the 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. Definition

17.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

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

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

b. No Breach of Contract

17.4 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

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

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

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

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

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

17.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 & 49.

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 49.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 if the Consultant, in the judgment of the Client has engaged in Fraud and Corruption, as defined the Attachement 1 as appendix to the GCC, 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 Clauses GCC 49.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

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

d. Cessation of Services

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

e. Payment upon Termination

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

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause GCC 42;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the 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 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

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the European Union, either autonomously or pursuant to the financial sanctions decided by 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 Interest

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 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Guide to Procurement for projects financed by the EIB, September 2018 ("EIB GtP"), 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.

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 in such form and detail as will clearly identify relevant time changes and costs.

25.2 Pursuant to Attachment 1 as appendix to the General Conditions the Consultant shall permit and shall cause its subcontractors and sub consultants to permit, the Borrower, the Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union Law to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, The Consultant's and its Subcontractors' and sub consultants' attention is drawn to Sub-Clause 10.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to 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 time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

29.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.2.

29.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under

this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment.

30. Replacement of Experts

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Experts.

30.2 Notwithstanding the above, the substitution of Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, meet eligibility requirements, and at the same rate of remuneration.

31. Approval of Additional Experts

31.1 If during execution of the Contract, additional Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Experts shall be deemed to have been approved by the Client. The rate of remuneration payable to such new additional Experts shall be based on the rates for other Experts position which require similar qualifications and experience.

32. Removal of Experts or Sub-consultants

32.1 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 if the Client determines that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

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

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

33. Replacement/ Removal of Experts

33.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising

– Impact on
Payments

out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

34. Working Hours,
Overtime, Leave,
etc.

34.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client's country, Experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Appendix B**.

34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.

34.3 Any taking of leave by Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. OBLIGATIONS OF THE CLIENT

35. Assistance and
Exemptions

35.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may

be necessary or appropriate for the prompt and effective implementation of the Services.

- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

36. Access to Project Site

36.1 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.

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

37.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1

38. Services, Facilities and Property of the Client

38.1 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**.

38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39. Counterpart Personnel

39.1 The 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**.

39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.3.

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

40. Payment Obligation

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

F. PAYMENTS TO THE CONSULTANT

41. Ceiling Amount

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

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

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

42. Remuneration and Reimbursable Expenses

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

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

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

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

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

- 43. Taxes and Duties**
- 43.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.
- 43.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
- 44. Currency of Payment**
- 44.1 Any payment under this Contract shall be made in the currency(ies) specified in the **SCC**.
- 45. Mode of Billing and Payment**
- 45.1 Billings and payments in respect of the Services shall be made as follows:
- (a) *Advance payment.* Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off.
- (b) *The Itemized Invoices.* As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized

invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.

- (d) *The Final Payment.* The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

**46. Interest on
Delayed Payments**

46.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 45.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

G. FAIRNESS AND GOOD FAITH

- 47. Good Faith** 47.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. SETTLEMENT OF DISPUTES

- 48. Amicable Settlement** 48.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.
- 48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.
- 49. Dispute Resolution** 49.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

II. General Conditions

Attachment 1 a

Fraud and Corruption

1.1 The Bank is committed to ensuring that its loans are used for the purposes intended and its operations are free from prohibited conduct (including but not limited to, fraud, corruption, collusion, coercion, obstruction and money laundering and terrorist financing). In particular, in countries outside the EU, the Bank will, as a general rule, require that promoters:

- 1) Require any tenderer for works, goods or services, as a condition of admission to eligibility, to execute and attach to its tender a Covenant of Integrity in the form indicated in Section 3 and
- 2) Insert in tender documents and contracts a clause that grants the promoter, the Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right to inspect and copy the books and records of the tenderer, contractor, supplier or consultant in connection with any Bank-financed contract.
- 3) Insert in tender documents the following;
 - (i) Applicants must also refer to and conform to the EIB Anti-Fraud Policy and the EIB Exclusion Policy. Applicants must refer to the EIB's definition of prohibited conduct as stated in the Covenant of Integrity and confirm that they conform to the requirements.
 - (ii) Section 1.4 of the EIB GtP states that:

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

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

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

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

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

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

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

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

The Exclusion Policy may be found at:

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

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

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

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

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

It should be noted that, in the Covenant of Integrity, the tenderer is requested to self-declare all sanctions and/or exclusions (including any similar decisions having the effect of imposing conditions on the tenderer or its subsidiaries or to exclude the said tenderer or its subsidiaries, such

as temporary suspension, conditional non-exclusion, etc.) imposed by the European institutions or any multilateral development banks (including the World Bank Group, the African Development Bank, the Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank), regardless of the date of issue and the expiration or not of such decisions and of the current status of any sanction and/or exclusion. In this regard, any omission or misrepresentation, made knowingly or recklessly, may be considered as fraud under the EIB Anti-Fraud Policy. Therefore, the Client reserves the right to reject any offer presenting an inaccurate or incomplete Covenant of Integrity, and may cause the rejection of the offer for prohibited conduct.

(V) Conflict of Interest

Conflict of interest occurs when the impartial and objective exercise of the functions of the promoter, or the respect of the principles of competition, non-discrimination or equality of treatment with regard to the procurement procedure or contract, is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest. The concept of conflict of interest covers any situation where staff members (or consultants acting on behalf) of the promoter who are involved in the conduct of the procurement procedure or may influence the outcome of that procedure have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure or contract execution. Promoters must take appropriate measures to effectively prevent, identify and remedy conflicts of interest arising in the conduct of procurement procedures or contracts so as to avoid any distortion of competition and to ensure the impartial and objective exercise of the functions of the promoter and equal treatment of all tenderers or contractors. The assessment of whether or not there is a conflict of interest has to be carried out on a case by case basis, considering the actual risk of conflict based on the specific circumstances of the case at stake. The individual or entity in question should declare whether they have any conflict of interest and, if so, present supporting evidence which might remove or remedy a conflict of interest. In cases where a conflict of interest cannot be effectively remedied by other less intrusive measures, the Bank requires promoters to exclude from participation in an EIB-financed procurement procedure or contract any tenderer or contractor affected by such a conflict of interest.

1.2 It is also the client's Government policy to require that Procuring Entities, as well as Bidders and Consultants under Government contracts, observe the highest standards of ethics during the procurement and execution of such contracts.

In pursuit of this policy, the Government:

(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 party¹;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party² to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties 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;
- v. "obstructive practice" is:
 - a) 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
 - b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

(b) Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or

¹ For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the procurement process or contract execution, including Bank staff and employees of other organizations taking or reviewing procurement decisions.

² For the purpose of this sub-paragraph, "party" refers to a public official, including Bank staff and employees of other organizations taking or reviewing procurement decisions.; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution."

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) In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution 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) Pursuant to the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;³ (ii) to be a nominated⁴ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- (e) Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect⁵ all accounts, records and other

³ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

⁴ A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

⁵ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

Attachment 1 b

Covenant of Integrity

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

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

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

If (i) we have been, or any such director, employee, agent or joint venture partner, where this exists, acting as aforesaid has been, convicted in any court or sanctioned by any authority of any offence involving a Prohibited Conduct in connection with any tendering process or provision of works, goods or services during the five years immediately preceding the date of this Covenant, or (ii) any such director, employee, agent or a representative of a joint venture partner, where this exists, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Conduct, or (iii) we have been, or any of our directors, employees, agents or joint venture partners, where these exist, acting as aforesaid has been excluded or otherwise sanctioned by the EU Institutions or any major Multi-lateral Development Bank (including World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank) from participation in a tendering procedure on the grounds of Prohibited

Conduct, we give details of that conviction, dismissal or resignation, or exclusion below, together with details of the measures that we have taken, or shall take, to ensure that neither this company nor any of our directors, employees or agents commits any Prohibited Conduct in connection with the Contract [give details if necessary].

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

We grant [indicate the name of the Project Promoter], the European Investment Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right to inspect and copy our books and records and those of all our sub-contractors under the Contract. We accept to preserve these books and records generally in accordance with applicable law but in any case for at least six years from the date of tender submission and in the event we are awarded the Contract, at least six years from the date of substantial performance of the Contract.”

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

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

Address: {insert the authorized representative's address}

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

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

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

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

Attachment 1 c

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

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

Labour standards. We further commit to the principles of the eight Core ILO standards¹⁹ pertaining to: child labour, forced labour, non-discrimination and freedom of association and the right to collective bargaining. We will (i) pay rates of wages and benefits and observe conditions of work (including hours of work and days of rest) which are not lower than those established for the trade or industry where the work is carried out; and (ii) keep complete and accurate records of employment of workers at the site.

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

Occupational and Public Health, Safety and Security. We commit to (i) complying with all applicable health and safety at work laws in the country of implementation of the contract; (ii) developing and implementing the necessary health and safety management plans and systems, in accordance with the measures defined in the Project's Environmental and Social Management Plan (ESMP) and the ILO Guidelines on occupational safety and management systems²⁰; (iii) providing workers employed for the project access to adequate, safe and hygienic facilities as well as living quarters in line with the provisions of Standard 9 of the EIB's Environmental and Social Handbook for workers living on-site; and (iv) using security management arrangements that are consistent with international human rights standards and principles, if such arrangements are required for the project.

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

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

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

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

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

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

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

Address: {insert the authorized representative's address}

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

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

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

Notes:

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

24 http://www.ilo.org/safework/info/standards-and-instruments/WCMS_107727/lang--en/index.htm

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

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

Attachment 2

Eligible Countries

Eligibility for the Provision of Consulting Services in Bank Financed Procurement

Eligibility of Contractors and Suppliers of Goods and Services.

For the purpose of ITC 6.1,

The Eligibility criteria are set in accordance with the Guide to Procurement for projects financed by the EIB, September 2018 ("EIB GtP"). The establishment of the short-list, the selection procedures, and the subsequent tender procedures, shall be carried out in accordance with the Guide to Procurement for projects financed by the EIB (September 2018), which is available on the EIB's website <http://www.eib.org/en/infocentre/publications/all/guide-to-procurement.htm> .

Section 1.2 of the EIB GtP states that "*Firms originating from all countries of the world are eligible to tender for works, goods and services contracts.*"

In reference to ITC 6.3.2, on Prohibitions for the information of 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) regarding Countries prohibited by Borrower: none

Under the ITC 6.3.2 (b) regarding Prohibition applied under UNSC decision under chapter VII of the UN Charter: none

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of the Republic of Zambia
1.1 (b)	The Bank is: the European Investment Bank (EIB) and the European Development Fund (EDF)
1.1 (b)	The source of funds is: a loan from the European Investment Bank (EIB) and a grant from the European Union (made available through the resources of the European Development Fund (EDF)
1.1 (f)	<p>There will be one Consultancy Services Contract for the supervision of the 161.5km rehabilitation construction Works which are divided into two Lots (two Works contracts) as follows:</p> <p>Lot 1: GREAT NORTH ROAD (T2) REHABILITATION PROJECT, MPIKA TO CHINSALI: ROAD SECTION FROM Km 4+100 TO Km 86+770, MPIKA (MAZINGO HOTEL) TO SHIWAN’GANDU JUNCTION (D53/T2 JUNCTION) – 82.67km</p> <p>Lot 2: GREAT NORTH ROAD (T2) REHABILITATION PROJECT, MPIKA TO CHINSALI: ROAD SECTION FROM Km 86+770 – Km 165+646, SHIWAN’GANDU JUNCTION (D53/T2 JUNCTION) – CHINSALI JUNCTION (RD58/T2 JUNCTION) - 78.88km</p>
1.1 (m)	Maximum Numbers of Members of a Joint Venture, Consortium or Association (JV): shall not exceed Three (03)
1.1 (m)	Minimum share of a member of Joint Venture, Consortium or Association (JV): shall not be less than ten (10%) percent of the total value of the contract.

1.1 (m)	<p>Exclusion from Joint and Severable Liability: Not applicable</p> <p>All members shall remain jointly and severally liable for the fulfilment of all provisions of the entire Contract.</p>
1.1 (n)	<p>Mandating input of National Experts: N/A</p>
1.1 (t)	<p>Sub-Consultant: Maximum aggregate participation of all Sub-Consultants is Twenty (20%) percent of the total contract amount</p>
4.1	<p>The language is: English.</p>
6.1 and 6.2	<p>The addresses are:</p> <p>Client : The Director and Chief Executive Officer The Road Development Agency, Plot No.33, Corner of Government and Fairley Roads, Ridgeway, P.O. Box 50003, Lusaka, Zambia, Telephone number: +260-211-253088 / 253002; Facsimile number: +260-211-253408 / 251420</p> <p>Consultant : _____ _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A"; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ _____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: Director and Chief Executive Officer</p>

	For the Consultant: <i>[name, title]</i> _____
11.1	<p>The effectiveness conditions are the following:</p> <ol style="list-style-type: none"> 1. Signing of the contract 2. Provision of Key Expert staff by the Consultant with signed Statements of Exclusivity and Availability 3. Receipt by the Client of approved evidence of the insurance requirements stipulated in Clause 24.1 of the GGC. 4. Receipt by the Client the following documents: Appendix F - Code of Conduct (ES) -CODE OF CONDUCT FOR EXPERTS and ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH), Appendix G & H - Signed Covenant of Integrity and E&S Covenant, and Code of Conduct for Experts.
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be: Four (4) months.</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be: Twenty Eight (28) Days after effectiveness of the Contract.</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert (re-signed Statements of Exclusivity and Availability)</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be: 63 Months (3 months - Inception Phase, 36 months - Construction Supervision Phase and 24 months Defects Notification Period.</p>

23.1	No additional provisions.
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of at least 100% of the Contract Amount.;</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 145,000 Euros;</p> <p>(c) Third Party liability insurance, with a minimum coverage of 145,000 Euros;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the Experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
25.1	<p>Add</p> <p>(i) The Client, the Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, has, the right to inspect and copy the books and records of the Consultant in connection with the contract.</p> <p>(ii) The Consultant shall permit and shall cause their agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and their personnel, to permit the Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, to inspect all accounts, records</p>

	and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
27.1	The Consultant shall not use any applicable documents and software for purposes unrelated to this contract without the prior written approval of the client.
27.2	The Consultant shall not use these <i>documents and software</i> for purposes unrelated to this Contract without the prior written approval of the Client.
32. Removal of Experts or Sub-consultants	<p>Insert the following as Sub-Paragraph 32.3 and renumber original Sub-Paragraph 32.3 as Sub-Paragraph 32.4</p> <p>"Key Experts, Non-Key Experts or Subconsultants who are found to be in breach of the Consultant's Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender-based violence, illicit activity or crime) shall be replaced by the Consultant, or at the Client's written request."</p>
35.1(g)	Provide to the Consultant any such other assistance as indicated in the TOR.
41.2	<p>The ceiling in foreign currency or currencies is:</p> <p>The ceiling in local currency is:</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Client for the Consultant through the National Road Fund Agency (NRFA).</p> <p>The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]</i></p>
42.3	<p>Price adjustment on the remuneration applies.</p> <p>Payments for remuneration made in [foreign <i>and/or</i> local] currency shall be adjusted as follows:</p>

- (1) Remuneration paid in foreign currency on the basis of the rates set forth in **Appendix C** shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:

$$R_f = R_{fo} \times \frac{I_f}{I_{fo}} \quad \{ \text{or} \quad R_f = R_{fo} \times [0.1 + 0.9 \frac{I_f}{I_{fo}}] \}$$

where

R_f is the adjusted remuneration;

R_{fo} is the remuneration payable on the basis of the remuneration rates (**Appendix C**) in foreign currency;

I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and

I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.

The source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_f and I_{fo} in the adjustment formula for remuneration paid in foreign currency: French Syntec Index for Foreign Labour;

(<https://www.juristique.org/en/index/syntec>)

- (2) Remuneration paid in local currency pursuant to the rates set forth in **Appendix D** shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:

$$R_l = R_{lo} \times \frac{I_l}{I_{lo}} \quad \{ \text{or} \quad R_l = R_{lo} \times [0.1 + 0.9 \frac{I_l}{I_{lo}}] \}$$

where

R_l is the adjusted remuneration;

R_{lo} is the remuneration payable on the basis of the remuneration rates (**Appendix D**) in local currency;

	<p>I_1 is the official index for salaries in the Client's country for the first month for which the adjustment is to have effect; and</p> <p>I_0 is the official index for salaries in the Client's country for the month of the date of the Contract.</p> <p>The source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_1 and I_0 in the adjustment formula for remuneration paid in local currency: Central Statistical Office of Zambia</p> <p>(3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor X_0/X. X_0 is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract. X is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.</p>
43.1 and 43.2	<p>The Client warrants that:</p> <p>The Client warrants that the Consultant, the Sub-Consultants and the Personnel shall be exempt from (or that the Client shall pay on behalf of the Consultant, the Sub-Consultants and the Personnel, or shall reimburse the Consultant, the Sub-Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services;</p> <p>(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;</p>

	<p>(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;</p> <p>(d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such Experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:</p> <p>(i) the Consultant, Sub-consultants and Experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and</p> <p>(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</p>
44.1	<p>The currency [currencies] of payment shall be the following: the same as in the Financial Proposal, Form FIN-2.</p> <p>Payments under the contract shall be made in the currency or currencies in which the selected tender was expressed.</p> <p>Local and Domestic Consultants: will be paid in local currency regardless of the currency of the bid. The exchange rate to be used for local and domestic consultants' payments shall be the Bank of Zambia (https://www.boz.zm/) Daily Commercial Banks Exchange Rates (Market Average) obtained on the date of the invoice (due date of the invoice - the last day after the end of each calendar month.</p>
45.1(a)	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment of 10% in foreign currency and of 10% in local currency of all of the contract price shall be made</p>

	<p>within 90 days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first eighteen (18) months of the Services until the advance payment has been fully set off.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</p>
45.1(b)	<p>The Consultant shall submit to the Client itemized statements at time intervals of every one month.</p> <p>Payments for inputs during the Works Phase will be made monthly for undertaking the assignments/deliverables described in the ToR, to cover fees for approved personnel and approved reimbursable, direct and miscellaneous expenses. Payment for approved personnel shall be time related, based on man - days of each key staff member's availability on site, as confirmed by the Clients Regional Office, through signed and approved time-sheets.</p> <p>Payment during the Inception Phase will be made as a single lump sum amount as per the Financial Proposal for undertaking the assignments/deliverables described in these ToR, and will be performance based. Payment of the lump sum amount will be made on the satisfactory submission and acceptance by the Client of the required Inception Report for Works Tender and Pre-Mobilisation Phase.</p> <p>Payment for the preparation and submission of the Lessons Learnt Report and Final Completion Report, will be made as a single fixed sum amount of Euro 50,000.00, upon acceptance by the Client of BOTH the aforementioned reports and documents.</p>
45.1(e)	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>
46.1	<p>The interest rate is:</p> <p>On Foreign Currency Payments: London Interbank Offered Rate (LIBOR)</p>

	<p>On local Currency payments: Bank of Zambia lending rate.</p> <p>Interest shall be simple interest rate.</p> <p>Interest shall only be chargeable <u>beyond 56 days after the due date.</u></p>
49.	<p>The international commercial arbitration in a neutral venue shall be used.</p> <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (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

	<p>arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>the Secretary General of the Permanent Court of Arbitration</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>the Secretary General of the Permanent Court of Arbitration</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>If the Consultant consists of more than one entity</i>, or of the home country of any of their members or Parties or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant or <i>If the Consultant consists of more than one entity</i>, or of any of their members or Parties; or</p>

	<p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>a country which is neither the Client's country nor the Consultant's country agreed by the Consultant and Client</i>,</p> <p>(b) the English language shall be the official language for all purposes; and</p> <p>(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.</p>

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

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

If the Services consist of or include the supervision or project management of infrastructure contracts such as Civil Works or Plants, the following action that require prior approval of the Client shall be added to the "Reporting Requirements" section of the TORs: Taking any action under a civil works or plants contract designating the Consultant as "Engineer", for which action, pursuant to such civil works or plants contract, the written approval of the Client as "Employer" is required.]

APPENDIX B - KEY EXPERTS

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

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

APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:

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

2. *[When the Consultant has been selected under Quality-Based Selection method, or the Client has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:*

"The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Client prior to the Contract's negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract."

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	Position	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/Hour	Agreed Fixed Rate per Working Month/Day/Hour 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 – REIMBURSABLE AND DIRECT EXPENSES COST ESTIMATES

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

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

3. *All direct expenses shall be paid at actual rates quoted by the Consultant, unless otherwise explicitly provided in this Appendix, and in no event shall direct costs be made in excess of the Contract amount.*

APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 41.2.1 and SCC 41.2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

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

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

Date: _____ *[insert date]*_____

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

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

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

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

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

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.

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

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

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

[signature(s)]

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

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

Appendix F - Code of Conduct (ES)

CODE OF CONDUCT FOR EXPERTS

We are the Consultant, [*enter name of Consultant*]. We have signed a contract with [*enter name of Client*] for [*enter description of the Services*]. These Services will be carried out at [*enter the Site and other locations as appropriate*]. Our contract requires us to implement measures to address environmental and social risks related to the Services, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Services. It applies to all Experts at the Site or other places where the Services are being carried out.

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

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

REQUIRED CONDUCT

Experts shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Experts and any other person;
3. maintain a safe working environment including by:
 - a. ensuring that workplaces, equipment and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment; and
 - c. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;

6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, Contractor's Personnel or Client's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client, or who makes use of grievance mechanism for Experts or the project's Grievance Redress Mechanism.

RAISING CONCERNS

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

3. Contact [*enter name of the Consultant's social expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Consultant to handle these matters*] in writing at this address [] or by telephone at [] or in person at []; or
4. Call [] to reach the Consultant's hotline (*if any*) and leave a message.

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR EXPERT:

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

Name of Expert: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Consultant:

Signature: _____

Date: (day month year): _____

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

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

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

The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

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

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

(5) Examples of sexual harassment in a work context

- An Expert comment on the appearance of another Expert (either positive or negative) and sexual desirability.
- When An Expert complains about comments made by another Expert on his/her appearance, the other Expert comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of an Expert or Employer's Personnel by another Expert.
- An Expert tells another Expert that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

Appendix G – Covenant of Integrity

Covenant of Integrity

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

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

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

If (i) we have been, or any such director, employee, agent or joint venture partner, where this exists, acting as aforesaid has been, convicted in any court or sanctioned by any authority of any offence involving a Prohibited Conduct in connection with any tendering process or provision of works, goods or services during the five years immediately preceding the date of this Covenant, or (ii) any such director, employee, agent or a representative of a joint venture partner, where this exists, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Conduct, or (iii) we have been, or any of our directors, employees, agents or joint venture partners, where these exist, acting as aforesaid has been excluded or otherwise sanctioned by the EU Institutions or any major Multi-lateral Development Bank (including World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank) from participation in a tendering procedure on the grounds of Prohibited Conduct, we give details of that

conviction, dismissal or resignation, or exclusion below, together with details of the measures that we have taken, or shall take, to ensure that neither this company nor any of our directors, employees or agents commits any Prohibited Conduct in connection with the Contract [give details if necessary].

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

We grant [indicate the name of the Project Promoter], the European Investment Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right to inspect and copy our books and records and those of all our sub-contractors under the Contract. We accept to preserve these books and records generally in accordance with applicable law but in any case for at least six years from the date of tender submission and in the event we are awarded the Contract, at least six years from the date of substantial performance of the Contract.”

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

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

Address: {insert the authorized representative’s address}

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

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

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

Appendix H – Environmental and Social Covenant

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

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

Labour standards. We further commit to the principles of the eight Core ILO standards¹⁹ pertaining to: child labour, forced labour, non-discrimination and freedom of association and the right to collective bargaining. We will (i) pay rates of wages and benefits and observe conditions of work (including hours of work and days of rest) which are not lower than those established for the trade or industry where the work is carried out; and (ii) keep complete and accurate records of employment of workers at the site.

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

Occupational and Public Health, Safety and Security. We commit to (i) complying with all applicable health and safety at work laws in the country of implementation of the contract; (ii) developing and implementing the necessary health and safety management plans and systems, in accordance with the measures defined in the Project's Environmental and Social Management Plan (ESMP) and the ILO Guidelines on occupational safety and management systems²⁰; (iii) providing workers employed for the project access to adequate, safe and hygienic facilities as well as living quarters in line with the provisions of Standard 9 of the EIB's Environmental and Social Handbook for workers living on-site; and (iv) using security management arrangements that are consistent with international human rights standards and principles, if such arrangements are required for the project.

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

Environmental and social performance. We commit to (i) submitting [insert periodicity as indicated in the tender documents] environmental and social monitoring reports to [insert name of the Contracting Authority]; and (ii) complying with the measures assigned to us as set forth in the environmental permits [insert name of the relevant document if applicable] ²² and any corrective or preventative actions set forth in the annual environmental and social

monitoring report. To this end, we will develop and implement an Environmental and Social Management System commensurate to the size and complexity of the Contract and provide [insert name of the Contracting Authority] with the details of the (i) plans and procedures, (ii) roles and responsibilities and (iii) relevant monitoring and review reports.

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

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

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

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

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

Address: {insert the authorized representative's address}

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

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

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

i

Part III
Section 9. Notification of Intention
to Award

Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Consultant whose Financial Proposal was opened. Send this Notification to the authorized representative of the Consultant].

For the attention of Consultant's authorized representative

Name: *[insert authorized representative's name]*

Address: *[insert authorized representative's address]*

Telephone/Fax numbers: *[insert authorized representative's telephone/fax numbers]*

Email Address: *[insert authorized representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to all Consultants. The Notification must be sent to all Consultants simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award

Client: *[insert the name of the Client]*

Contract title: *[insert the name of the contract]*

Country: *[insert country where RFP is issued]*

Loan No. /Credit No. /Grant No.: *[insert reference number for loan/credit/grant]*

RFP No: *[insert RFP reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

1. request a debriefing in relation to the evaluation of your Proposal, and/or
2. submit a Procurement-related Complaint in relation to the decision to award the contract.

- **The successful Consultant**

Name:	<i>[insert name of successful Consultant]</i>
Address:	<i>[insert address of the successful Consultant]</i>
Contract price:	<i>[insert contract price of the successful Consultant]</i>

- **Consultants** *[INSTRUCTIONS: insert names of all Consultants and indicate which Consultants submitted Proposals. Where the selection method requires it, state the price offered by each Consultant as read out, and as evaluated. Include overall technical scores and scores assigned for each criterion and sub-criterion. Select Full Technical Proposal (FTP) or Simplified Technical Proposal (STP) in the last column below.]*

Name of Consultant	Submitted Proposal	<i>[use for FTP]</i> Overall technical scores	<i>[use for STP]</i> Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
<i>[insert name]</i>	<i>[yes/no]</i>	Criterion (i): <i>[insert score]</i> Criterion (ii): <i>[insert score]</i> Criterion (iii): <i>[insert score]</i> <u>Sub-criterion a:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion b:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion c:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> Criterion (iv): <i>[insert score]</i> Criterion (v): <i>[insert score]</i> Total score: <i>[insert score]</i>	Criterion (i): <i>[insert score]</i> Criterion (ii): <i>[insert score]</i> <u>Sub-criterion a:</u> <i>[insert score]</i> <u>Sub-criterion b:</u> <i>[insert score]</i> <u>Sub-criterion c:</u> <i>[insert score]</i> Total score: <i>[insert score]</i>	<i>[Proposal price]</i>	<i>[evaluated price]</i>	Combined Score: <i>[combined score]</i> Ranking: <i>[ranking]</i>
<i>[insert name]</i>	<i>[yes/no]</i>	Criterion (i): <i>[insert score]</i> Criterion (ii): <i>[insert score]</i>	Criterion (i): <i>[insert score]</i> Criterion (ii): <i>[insert score]</i>	<i>[Proposal price]</i>	<i>[evaluated price]</i>	Combined Score: <i>[combined score]</i> Ranking:

Name of Consultant	Submitted Proposal	<i>[use for FTP]</i> Overall technical scores	<i>[use for STP]</i> Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
		Criterion (iii): <i>[insert score]</i> <u>Sub-criterion a:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion b:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion c:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> Criterion (iv): <i>[insert score]</i> Criterion (v): <i>[insert score]</i> Total score: <i>[insert score]</i>	<u>Sub-criterion a:</u> <i>[insert score]</i> <u>Sub-criterion b:</u> <i>[insert score]</i> <u>Sub-criterion c:</u> <i>[insert score]</i> Total score: <i>[insert score]</i>			<i>[ranking]</i>
<i>[insert name]</i>	<i>[yes/no]</i>	Criterion (i): <i>[insert score]</i> Criterion (ii): <i>[insert score]</i> Criterion (iii): <i>[insert score]</i> <u>Sub-criterion a:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion b:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion c:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i>	Criterion (i): <i>[insert score]</i> Criterion (ii): <i>[insert score]</i> <u>Sub-criterion a:</u> <i>[insert score]</i> <u>Sub-criterion b:</u> <i>[insert score]</i> <u>Sub-criterion c:</u> <i>[insert score]</i> Total score: <i>[insert score]</i>	<i>[Proposal price]</i>	<i>[evaluated price]</i>	Combined Score: <i>[combined score]</i> Ranking: <i>[ranking]</i>

Name of Consultant	Submitted Proposal	<i>[use for FTP]</i> Overall technical scores	<i>[use for STP]</i> Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
		Criterion (iv): <i>[insert score]</i> Criterion (v): <i>[insert score]</i> Total score: <i>[insert score]</i>				
<i>[insert name]</i>	...					
...	...					

- Reason/s why your Proposal was unsuccessful [*Delete if the combined score already reveals the reason*]

[INSTRUCTIONS; State the reason/s why this Consultant's Proposal was unsuccessful. Do NOT include: (a) a point by point comparison with another Consultant's Proposal or (b) information that is marked confidential by the Consultant in its Proposal.]

- How to request a debriefing [*This applies only if your proposal was unsuccessful as stated under point (3) above*]

DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).

You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:

Attention: [*insert full name of person, if applicable*]

Title/position: [*insert title/position*]

Agency: [*insert name of Client*]

Email address: [*insert email address*]

Fax number: [*insert fax number*] ***delete if not used***

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Award Notice.

- **How to make a complaint**

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, *[insert date]* (local time).

Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Client]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

[At this point in the procurement process] [Upon receipt of this notification] you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the Bank's Procurement Framework"

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Consultant who has submitted a Proposal in this selection process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Bank's Procurement Framework.

- **Standstill Period**

DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of *[insert the name of the Client]*:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____