

GOVERNMENT OF GUYANA



REQUEST FOR PROPOSALS

**Consultancy Services for
Construction Supervision for the
New Demerara River Bridge
(Nandy Park to La Grange)**

FEBRUARY 2022

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PERMANENT SECRETARY

Ministry of Public Works

GUYANA

Our Ref: Oranapai Towers, Wight's Lane, Kingston, Georgetown, Guyana.
Your Ref: Telephone: (592) 225-6510 Fax: (592) 225-5539

February 1, 2022

Dear Sir/Madam,

Request for Proposals (RFP)

Consultancy Services for Construction Supervision for the New Demerara River Bridge (Nandy Park to La Grange)

1. The **Ministry of Public Works** has received a budgetary allocation, part of which it intends to apply for **Consultancy Services for Construction Supervision for the New Demerara River Bridge (Nandy Park to La Grange)**. You are hereby invited to submit technical and financial proposals for providing these services.
2. The following documents are enclosed to enable you to submit your proposal:
 - (a) Terms of Reference (TOR) (Appendix 1);
 - (b) Supplementary information for Consultants, including a suggested format of curriculum vitae (Appendix 2)
 - (c) A sample format of the Contract for Consultants' services under which the service will be performed (Appendix 3).
3. **The Submission of Proposals**

The proposals shall be submitted in two parts, Technical and Financial, and should follow the form given in the "Supplementary Information for Consultants."

One (1) original and two (2) copies of both the Technical and Financial Proposals are to be submitted. The original and all copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "**Technical Proposal**", "**Consultancy Services for Construction Supervision for the New Demerara River Bridge (Nandy Park to La Grange)**". Similarly, the original and copies of the Financial Proposal shall be placed in a sealed envelope clearly marked "**Financial Proposal**" followed by the name of the assignment.

Additionally, the consultant must submit two separate flash drives that are clearly labelled. The first flash drive must contain a single non-editable “PDF” file of the complete Technical Proposal and the second flash drive a single non-editable “PDF” file of the complete Financial Proposal. Each flash drive must be submitted in the respective proposal envelope.

The proposals are to be delivered to the Tender Box at the following address: National Procurement and Tender Administration Board, Ministry of Finance, Main & Urquhart Street, Georgetown, Guyana no later than the following date and time: **09:00 hrs on Tuesday, March 1, 2022.**

4. **Bid Securing Declaration**

A Bid Securing Declaration is Applicable.

5. **Compliances**

Consultants must submit valid certificates of compliance from the Guyana Revenue Authority (GRA), National Insurance Scheme (NIS), and VAT registration. (*where applicable*).

6. **Evaluation Criteria**

The Employer will award the Contract to the Bidder whose bid is determined to be substantially responsive to the bidding documents and a Consultant will be selected under Quality and Cost Based Selection and procedures described in this RFP, provided that this Bidder has been determined to be eligible and have met the qualification requirements in accordance with the Criteria in Appendix A.

7. **Deciding Award of Contract**

Proposals will be evaluated and ranked on their merit in accordance with the evaluation criteria outlined in the Supplementary Information attached and, if selected, could eventually form the basis for negotiations and, ultimately, a contract between the Consultant and the Procuring Entity. It is anticipated that contract negotiations with the selected firm and the assignment would commence around April 2022.

Negotiations will be held with the Consultant only if the technical proposal attains the required minimum score. The Consultant must be prepared to furnish the detailed cost break-down and other clarifications to their proposals submitted, as may be required to determine the reasonableness of their price proposals. If the negotiation is successful, the award will be subsequently be made. If negotiations fail, and if it is determined that a contract with reasonable terms cannot be concluded, negotiations can be aborted at any time, and the process of selection of Consultant, issue of letter of invitation, etc. will be repeated with the second ranked consultant, and so on, until an agreed contract is concluded.

8. Please note that the Ministry of Public Works is not bound to select any of the Consultants submitting proposals.
9. It is estimated that approximately **24 calendar months** of services will be required for the assignment in addition to at least 12 calendar months subsequent to this for the defects liability period from a date to be determined . The Consultant should therefore base their financial proposal on this figure. However, the Consultant should feel free to submit their proposal on the basis of man-months considered necessary to undertake the assignment.
10. Consultants are required to hold their proposal valid for 90 days from the date of submission during which period the proposed price will be maintain without change. The Procuring Entity is expected to finalize the agreement within this period.
11. In order to become familiar with the project and the local conditions, the Consultant may wish to visit the project area. In this case the Consultant should advise the procurement entity of their intended visit in adequate time to allow them to make appropriate arrangements. However, it should be clearly understood that any costs incurred by the Consultant for collection of preliminary information, for preparation of the proposal or for the subsequent negotiations will not be reimbursable as a direct cost of the assignment.
12. Assuming that the Contract can be satisfactorily concluded in time, the Consultant will be expected to take-up/commence the assignment in April 2022.

13. **Tax Liability**

- (a) Domestic consultants and foreign consultants who are resident in Guyana: Please note that the remuneration received from this contract will be subject to the normal tax liability in Guyana. Kindly contact the relevant tax authorities for further information in this regard, if required;

Or

- (b) Foreign consultants who are not resident in Guyana: Please note that the remuneration received from this contract will not be subject to normal tax liability in Guyana, but payments made to those consultants may be subject to a withholding tax. Kindly contact the relevant tax authorities for further information in this regard, if required.

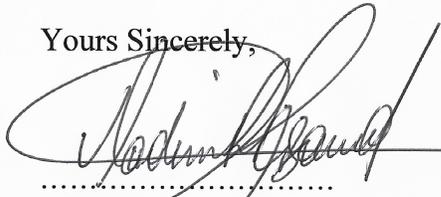
15. **Acknowledgement**

Upon receipt of this RFP, please inform the Ministry by E-mail (ctpuwsg@gmail.com):

- (a) Your acknowledgment of the receipt of this letter of invitation; and

(b) Whether or not you will be submitting a proposal.

Yours Sincerely,



.....
Vladim Persaud
Permanent Secretary



Enclosures:

- Appendix 1. Terms of Reference
- Appendix 2. Supplementary Information to Consultant
- Appendix 3. Draft Contract

Appendix 1: Terms of Reference

<i>Project Title</i>	Consultancy Services for Construction Supervision for the New Demerara River Bridge (Nandy Park to La Grange)
<i>Executing Agency</i>	Works Services Group, Ministry of Public Works
<i>Duration</i>	24 calendar months from the date of Contract signing and at least 12 months thereafter for defects liability from a date to be determined.

1. BACKGROUND

The Demerara Harbour Bridge serves as an important connector linking the administrative regions of Demerara-Mahaica and Essequibo Islands-West Demerara (regions 3 & 4). Considering the impending transformative development mapped for the East and West Banks of the Demerara River, optimal operation of the bridge is crucial for the regional economies and advancement of national development. The existing Demerara Harbour Bridge was built in the 1970s as a two-lane steel pontoon floating retractable bridge, with the life cycle as 10 years operational life. At present, the bridge is past its technical lifetime, and has resulted in regular maintenance to sustain its current vehicular traffic capacity.

On April 29, 2021, the Government of Guyana issued a Bid Document to procure the services of a contractor for the construction of a new four lane bridge across the Demerara River to replace the existing Demerara Harbour Bridge. The new bridge is to be offset less than 500 meters south of the existing floating bridge and will span approximately 2.6 kilometers across the Demerara River from Nandy Park on the eastern bank of the River to La Grange on the western bank of the river as shown in Figure 1. The bridge is to be connected to the existing road network by way of approach roads of a total length of 1.6 kilometers. The bridge will also have a significant impact on marine traffic passing under the bridge. Construction of the New Demerara River Bridge is expected to begin in Q3 2022.



Figure 1: Proposed Alignment of the New Demerara River Bridge

The proposed works generally comprises the complete design and construction of a two-lane dual carriageway (4 lane) hybrid Cable-Stayed center span bridge with Concrete Box/T Beam Girder approach bridge structures with the following inclusions:

- Bridge collision protection
- Navigation span to accommodate Handymax vessel Navigation aids
- Lighting, signage and all other ancillary works
- Access Road with a minimum of 50 meters up to abutments
- Toll collection buildings and ancillary buildings on the West Bank of the Demerara River

The Government of Guyana (GoGY) through the Ministry of Public Works (MoPW), now proposes to engage the services of a Consultancy Firm to support the timely implementation of the Project.

2. OBJECTIVE

The objective of this consultancy is to assist the MoPW in the design review, construction supervision and general project management of the Construction of the New Demerara River Bridge and Contract administration throughout the project implementation process and thereafter during the defects liability period.

The Consultant will also be responsible for reviewing and approving the contractor's working drawings, supervising the civil works and ensuring compliance with the engineering design, technical specifications, safety standards, environmental protection measures and social safeguards. The Consultant will also be responsible for post-construction reporting.

3. SCOPE OF SERVICES

The Consultant shall be solely responsible for the timely completion of reports and the effectiveness of Contractor supervision. The Scope of Services to be provided by the Consultant include but is not limited to those duties of the Employers Representative as defined by the BOLT Agreement and the Conditions of Contract for Plant and Design – Build for Electrical and Mechanical Works and for Building And Engineering Works Designed by the Contractor – First Edition 1999 published by Federation Internationale des Ingenieurs – Conseils (FIDIC) which comprise the General Conditions (Part 1) and the Particular Conditions (Part 11) as these may be attributable to, specified and/ or implied by the Contract(s) and in accordance with the laws, technical standards and construction norms and rules.

The scope of services generally comprises but is not limited to:

- Review of the contractor's working drawings and oversee the civil works to ensure that the quality and the completed works meet all the standards and specifications, including the environmental protection measures, set out in the works contract document;

- Ensure that all works comply with the agreed schedule and budget, terms and conditions of the Contracts, standard engineering practice, and GoGY policies;
- Monitor, evaluate and report on progress and quality of works throughout the duration of the project;
- Provide general guidance and issue instructions to the Contractor;
- Make engineering decisions and issuing subsequent sign offs in consultation with the MoPW, and
- Advise the MoPW on progress, quality control and implementation issues, if any.

The specific tasks of the Consultant will include, but not be limited to:

(a) Design Review

Immediately upon receipt of design documents and specifications, the Consultant will review the design for omissions, coordination and systems, and materials that may not be wholly appropriate for its intended use. Following receipt of design documentation for the subsequent structures the Consultant will conduct design reviews in conjunction with the Client. The reviews shall involve a Constructability Review and Value Engineering effort. The Consultant shall provide a written report of such reviews, and the proposed solutions for resolving issues.

The Consultant shall perform the following tasks, as a minimum:

- 1) Confirm that the design loads conform to the applicable codes.
- 2) Confirm that other structural design criteria and design assumptions conform to the applicable codes and are in accordance with generally accepted engineering practice.
- 3) Review geotechnical and other engineering investigations that are related to the foundation and structural design and confirm that the design properly incorporates the results and recommendations of the investigations.
- 4) Perform independent calculations for a representative fraction of the systems, members and details to check their adequacy. The number of representative

systems, members and details verified shall be sufficient to form a basis for the reviewer's conclusions.

- 5) Verify that performance-specified structural components (such as certain precast concrete elements) have been appropriately specified and coordinated with the Primary Structure.
- 6) Attest to the general completeness of the structural plans and specifications.

Structural Calculations: The structural calculations prepared by the structural engineer of record shall be submitted to the Consultant, upon his/her request, for reference only. The Consultant shall not be obliged to review or check these calculations. If the design criteria and design assumptions are not shown on the drawings or in the computations, the structural engineer of record shall provide a statement of these criteria and assumptions for the reviewer.

Structural Review Report, and Plans Processing:

The Consultant shall submit a report stating whether or not the structural design shown on the plans and specifications generally conforms to the structural and foundation requirements.

The report shall demonstrate, at a minimum, compliance with items 1 through 6 of "Extent of the Structural Peer Review" above. Additionally, the report shall also include:

- 1) The codes and standards used in the structural design of the project.
- 2) The structural design criteria, including loads and performance requirements.
- 3) The basis for design criteria that are not specified directly in applicable codes and standards. This should include reports by specialty consultants such as geotechnical reports. Generally, the report should confirm that existing conditions at the site have been investigated as appropriate and that the design of the proposed structure is in general conformance with these conditions.

If an application is submitted for a permit for the construction of foundations or any other part of the structure before the construction documents for the whole building have been submitted, then the Structural Peer Review and report shall be phased. The Consultant shall be provided with sufficient information upon which to perform a Structural Peer Review for the phased submission.

The Structural Engineer of Record shall retain sole responsibility for the structural design. The activities and reports of the Consultant shall not relieve the Structural Engineer of Record of this responsibility.

The Consultant's report states his or her opinion regarding the design by the engineer of record. The standard of care to which the Consultant shall be held in the performance of the Structural Design Review and report is that the level of skill and care are consistent with Structural Design Review services performed by professional engineers for similar types of projects.

(b) Construction Supervision

- (i) Assigning an experienced Resident Engineer, acceptable to the MoPW, together with the necessary site staff as shall be approved in writing by the Client. The Resident Engineer will be responsible for reporting directly to, and coordinating with the Ministry's Project Manager.
- (ii) Maintaining an approved representative at the site during all times the Contractor is working, to supervise the work and to issue instructions as required.
- (iii) Representing the interest of MoPW vis-à-vis the Contractor in any matter related to the construction contract and the proper execution thereof.
- (iv) Furnishing timely assistance and direction to the Contractor in all matters related to interpretation of the Contract document, ground survey controls, quality control testing, and other matters relating to Contract and progress of the Project.

- (v) Furnishing for the use of the Contractor, all necessary ground and topographic controls for the establishment of alignments and grades including work area limits for quarries, haul roads, etc.
- (vi) Performing verification surveys of the Contractor's initial stake-out surveys for centreline alignment, structure location surveys and vertical control bench marks; performing initial cross-section and periodic and final survey measurements of completed and accepted works or partial works to determine quantities; and performing settlement control.
- (vii) Reviewing and recommending for approval, the Contractor's work schedule or revisions thereto including a critical path diagram for the construction of the Project and any such plans or programs that the Contractor is obliged to furnish for the Ministry's approval. The Consultant shall also prepare an initial disbursement schedule based on the approved work schedule.
- (viii) Reviewing all Contractor's working drawings, shop drawings, erection drawings, and drawings for temporary works, and act as appropriate thereon.
- (ix) Ensuring that the construction methods proposed by the Contractor for carrying out the works are satisfactory.
- (x) Ensuring the receipt of, and maintaining as permanent records, all warranties required under the terms of the Contract documents for materials and equipment accepted and incorporated in the Project. All local materials incorporated in the Project, and their source, are also to be recommended for approval. Ensure that as-built drawings shall be prepared for all works as the work progresses.
- (xi) Assessing the adequacy of all inputs such as materials and labour provided by the Contractor and his methods of work in relation to the required rate of progress and, when required, take appropriate action in order to expedite progress. The Consultant shall also keep and regularly update a list of the Contractor's equipment (and their condition) to ensure compliance with the list of equipment which the Contractor pledged in their bid.
- (xii) Inspecting and evaluating all Contractor installations, housing, shops and warehousing, and other accommodations to ensure compliance with the terms and conditions of contract.

- (xiii) Inspecting the Contractor's construction equipment, results of material and soil tests, safety of the works, property and personnel, and schedule of mitigation measures for adverse environmental impacts. Notify Contractor to remedy works and materials that fail to comply with the specifications.
- (xiv) Monitor and supervise (a) progress of the Contractor's works vis-à-vis Contract Schedule, and (b) quality of the Contractor's works vis-à-vis applicable technical specifications and design.
- (xv) Taking the necessary steps to oversee that all test samplings are carried out in the field and perform such tests as can be made in the field laboratory arranged by the Contractor, to maintain quality control based on the specified standards. The Consultant shall be responsible for all testing and shall notify the Contractor of any defects in his work and stop operations connected with the defective works until the defects are rectified.
- (xvi) Check that 'as-built' drawings are prepared by the Contractor for all works as construction progresses.
- (xvii) Ensure that safety design requirements are implemented following the Contract specifications
- (xviii) Develop a quality assurance system and quality control plan.
- (xix) Establish procedures to verify Contractor performance and report progress problems on time, including quality control reports, quantity survey records, requests for variation or change orders, and Contractor's claims and invoices.
- (xx) Proposing and presenting for approval any changes in the plans deemed necessary for the completion of works including information or any effect the changes may have on the Contract amount and the time of completion of the Project, and prepare all necessary Variation Orders including altering plans and specifications and other details.
- (xxi) Evaluate any proposed changes (e.g., time, scope and cost) by the Contractor during the course of the project.
- (xxii) Review and certify work volume, and process interim and final payments to the contractor. Ensure timely submission of Contractor's interim payment certificates, and release of payment.

- (xxiii) Maintaining up-to-date records of remaining quantities to be incorporated in the work, and the cost estimates relating thereto, broken down into local and foreign components.
- (xxiv) Arranging the execution of works related to the provisional sums in the construction Contract and determining the value of such works within the scope of the said Contract.
- (xxv) Ensure project financial management procedures are in place and are strictly followed, specifically relating to payments, financial accounting, requests for time extension, and Contractor's claims and invoices.
- (xxvi) Participating in an inspection of the works, made jointly by representatives of GoGY and the Contractor, upon 97% completion of the works and following a written request of the Contractor. Should the works prove to be substantially complete, the Consultant will assist in preparing the Certificate of Substantial Completion to be signed by the members of the inspection team. Should the works not be acceptable, the Contractor shall be informed in writing of the items that need to be rectified.
- (xxvii) When in the opinion of the inspection team, works are considered substantially complete but there remains outstanding works to be completed by the Contractor, the Consultant will assist in ensuring that the Contractor signs a Certificate of Outstanding Work, before the Recommendation of Substantial Completion becomes effective.
- (xxviii) Performing any and all other items of works not specifically mentioned above, but which are necessary and essential to successfully supervise and control the construction activities in accordance with the plans, specifications and terms of Contract. The Consultant's responsibility for the site supervision of the works shall continue until the Contractor has completed all outstanding works to the satisfaction of GoGY.
- (xxix) Carrying out the necessary inspection, specifying and supervising any remedial works to be carried out as well as participating in the final inspection and preparing the Recommendation of Final Acceptance with its effective date, to be signed by all members of the inspecting team.
- (xxx) Advising generally during the defects liability period.

(c) Project Management including Documentation and Reporting

The Consultant shall act as the conduit of information among all team members. The Consultant's tools during construction shall include:

- Project Management Software including Microsoft Project and P6
- Weekly Project Team Meetings
- Monthly Budget Updates
- Variation/ Change Order Reports
- Weekly Review of the Schedule
- Weekly Coordination of Vendors
- Periodic Meetings with the Client
- Project Monthly Reports

Budget And Schedule Control

The Consultant shall employ standard Project Management tools to maintain control of the budget and timely completion of the Project

Cost/Budget Report

A monthly Cost/ Budget Report shall be issued to the Client summarizing the current financial status of the Project. It shall include the approved estimate and note all variances from the estimate due to the contractor/ trade buyouts and changes initiated by the Client. Changes to the control estimate are divided into three categories:

- Approved – a change estimate has been executed and approved by the Client;
- Pending – a change estimate has been submitted and awaits approval by the Client;
and
- Approximate – an approximate estimate has been developed and submitted to the Client as an early warning system for information and review.

General Conditions Report

The General Conditions Report monitors the project expenditures associated with all indirect costs. The Consultant shall regularly monitor the Contractor's General Condition by securing a summary of expenses to provide an adequate frame of reference in which to view the expenditure data; estimated versus actual costs, as well as costs to complete.

Weekly Labour Monitor Report

The Consultant shall monitor the Contractor's labour reports by reviewing detailed expenditure of labour, comparing the estimated costs against the actual costs both for the period and accumulated to date. Projections of costs to complete, savings or overruns are to be continuously monitored.

Master Schedule Review And Updates

The Consultant shall be responsible for reviewing the Master Schedule for compliance with the requirements of the Contract. A compliant schedule shall then be accepted as the Baseline Project Schedule (Programme). The actual progress of work completed shall be checked against the Baseline Project Schedule with particular attention to Milestones and Critical Path Activities. The Consultant shall review corrective action plans in case of slippages and develop monitoring procedures as required.

Mini Schedules (Project Look Ahead)

The Consultant shall utilize smaller schedules to monitor site progress by focusing on specific detailed activities and delivery dates over a period of 7 to 14 days as agreed with the Client. These mini schedules shall be consistent with the Baseline Project Schedule, and is aimed at guiding the Contractor's focus towards specific tasks and material deliveries as scheduled. This short, focused approach immediately highlights slippage, allowing for timely determination and planning of a recovery strategy.

System Test And Start-Up Schedules

Working closely with the Client, the End User, the Design Consultant and the Contractor, the Consultant will develop system checkout and start-up schedules on a system-by-system basis in accordance with the End User's needs, and coordinate such schedules with the Baseline Project Schedule.

Project Document Control

The Consultant shall establish infrastructure, procedures, conduits, and data storage facilities for the proper management and control of project documents. The Consultant will

oversee the system's implementation and maintenance to enhance the overall Project Team's administration, communication and productivity.

Permits And Insurance Reviews

The Consultant will monitor the Contractor's relevant permits and insurance responsibilities to confirm ongoing conformance with the requirements established during the preconstruction stage and assist as far as practicable in securing authority and agency approvals and permits.

Safety Management

The Consultant shall review, approve and subsequently monitor the Contractor's Safety Plan. Whenever it has been discovered that there is a departure from the established safety procedures by any team member, the Consultant shall report the issue and work with the responsible team members to develop and implement the proper corrective actions. This however does not relieve the Contractor from his obligation to manage and oversee all Safety requirements.

Quality Control/ Quality Assurance

The Consultant shall oversee implementation of the QA/QC Plan, focusing on construction scope and constructability issues as well as timely submittal/approval issues, which always impact material deliveries and project scheduling requirements. The Consultant shall monitor the Contractor's Quality Control Programme. Early and continuous focus allows for early identification of problem areas enabling the Consultant to work proactively with the Contractor to develop solutions that minimize their effects.

The Consultant shall review the schedules prepared for inspection inclusive of A/E schedules, off-site operations, punch list inspection, testing and commissioning inspections, and warranty reviews. Review of the schedule in respect of all testing requirements as required by the specifications inclusive of soils, compaction, concrete, MEP systems, fabrication certificates, etc. shall also be the responsibility of the Consultant. The Consultant shall also inspect and give approval of specified works prior to the Contractor's continuation of subsequent activities.

Shop Drawing Review

The Consultant will review and comment on the Contractor's program and contractor's shop drawings generally for conformance to the contract requirements relative to fabrication installation techniques and quality control standards.

Shop Fabrication

Where appropriate, materials and fabricated items are to be inspected at the shops or plants of the manufacturers and again on the site to assure that all material adheres to standards before installation.

Use Of And Access To The Construction Site

The Consultant will monitor the Contractor's warehousing, storage, access, inventory control systems, and clean-up to prevent losses or damage on site. When required, the Consultant shall assist with reviewing loss or damage claims.

Procurement

The Consultant shall review procurement activities as defined in the Procurement Plan established during the preconstruction phase, in addition to monitoring the Contractor's progress relative to the Baseline Schedule.

Material And Product Substitutes

The Consultant will assist the Client in securing the documentation to support the use in the Project of material or product substitutes

Permanent Equipment Installation And Maintenance Plan

The Consultant shall review the Contractor's Equipment Installation and Maintenance Plan to ensure conformity with the requirements established in the above referenced Agreement.

Site Staff

The Consultant shall maintain an adequate, competent full-time supervisory staff at the job site to monitor the progress of the Contractor on the Project.

The Consultant's on-site representative will establish and maintain at the Project Site a project management system containing contract documents, correspondence, engineering records, shop drawings, construction reports and photographs. The Consultant will monitor and maintain this through the various Project Administration and Communications tools and procedures discussed above. The Contract Administration will be integrated with the defined requirements of the Applications for Payment Procedures and in respect of the Schedule of Values.

Field Construction Activities

The Consultant's on-site staff shall establish and monitor the project construction schedule and respective field construction activities.

Field Installation

The first operation of any new trade is to be closely followed so that the expected level of workmanship is established from the outset. The Consultant will monitor the Contractor's Programme, and if required will call upon the Contractor to have the field representatives of material and product manufacturers to provide first hand operation instructions to the Contractor's personnel and additional inspection of the installation of their products.

Payment Procedures

The Consultant will maintain complete records relative to the requirements set out for Applications for Payment procedures and in respect of the Schedule of Values. The Consultant will coordinate the preparation of monthly applications for payments to the Contractor.

Change Order Control

The Consultant shall manage the process of Change Orders by implementing the procedures developed during the preconstruction phase, or thereafter, as approved by Client.

Risk Management Plan

The Consultant shall conduct periodic team meetings reviewing the Risk Management Plan, the respective response plans and/or corrective action plans, in addition to updating

the Plan with new items and concerns. Corrective Action Plans shall be submitted to the Consultant for review and comments. The Consultant shall continue to publish the list, activities, updates and action plans within the Project's Document Control Software allowing for 24/7 access among all team members. The Consultant shall be responsible for ensuring that the Risk Register and Risk Management Plan are adhered to.

Public Relations Coordination

The Consultant shall be cognizant of the sensitivities surrounding public relations on projects. The Consultant's site managers shall support any of the Client's marketing and public relations initiatives as requested and at the appropriate times.

Project Closeout

As the Project nears completion, the Consultant shall work with the Client and the Project Team to ensure orderly project closeout and transition from construction and commissioning to actual use.

Equipment Testing And Commissioning

The Consultant shall work with the Contractor to coordinate and manage equipment testing and turnover. As requested, the Consultant shall direct the training and orientation of the Client's personnel in the operation and maintenance of the new facility, and assist in evaluating systems performance in the critical break-in periods.

Final Inspection And Punch List

The Consultant shall conduct inspection with the Client, its tenants, architect and contractor(s) of the completed project, compile a list and expedite the completion of punch-list items, and monitor performance under the project guarantees.

Final Payment And Close Out

The Consultant shall review the construction and work to expedite final payment and close out. This includes providing a final reconciliation of project costs and coordinating as-built records.

Warranty Coordination

The Consultant will review and comment on the Contractor's programme to collect, consolidate and secure warranties and will maximize its efforts to ensure a timely process.

Project Turnover

The Consultant shall collate and hand over to the Client, or if directed, to the tenants, all appropriate data and documentation relative to the development, design, construction and commissioning of the Project.

Defects Liability Period

The Consultant shall provide inspections of, and services related to the Project during and after the defects liability period as defined, up to completion of the Project Management services, in accordance with an agreed PMS staff plan and payment schedule. At the end of the defects liability period the Consultant shall prepare and issue the Practical Completion Certificate.

In addition to the foregoing:

- (i) Undertake project performance monitoring and evaluation and reporting up to project completion. Collect baseline survey data based on the indicators in the project's design and monitoring framework; and measure the indicators over time during the assignment period. Design a simple MS Excel or similar system for recording the baseline and periodic data.
- (ii) Compiling systematic records of the inspector's findings and what actions have been implemented as a result thereof.
- (iii) Report and update the works implementation schedule, highlight any unforeseen delays, and timely propose corrective measures.
- (iv) Prepare and submit reports as indicated in Section 4 (Reporting Requirements and Deliverables) of this TOR.
- (v) Develop and maintain a storage and retrieval system of records documenting information supplied by the field teams, decisions made at meetings, progress on civil works, certified achievements and milestones, financial records, any deviations from or changes to the contract plans (scope, cost, materials, time),

correspondences, site diaries, test data and quality control reports, quantity survey records, as-built drawings, and progress reports.

(d) Environmental Safeguard Supervision

The Consultant will:

- (i) Inspect the safety and environmental protection aspects of construction works and methods to ensure that every reasonable measure has been taken to protect life, environment and property, and ensure that traffic circulation and proper detours are provided by the Contractor at all times.
- (ii) Update the Environmental Management Plan (EMP) detailing environmental mitigation measures to address each identified impact, and recommend appropriate environmental measures;
- (iii) Assist in implementation of EMP to ensure compliance;
- (iv) Assess the cost, responsibilities, schedule, location, and monitoring framework associated with the implementation of the mitigation measures of the EMP;
- (v) Provide guidance and quality assurance in undertaking the environmental monitoring as outlined in the EMP;
- (vi) Prepare a section in Project Reports on environmental safeguard compliance;
- (vii) Assist in compiling semi-annual environmental monitoring reports;
- (viii) Monitor compliance with environmental mitigation and management plans, Contractor Health and Safety Plan;
- (ix) Conduct consultation with groups to be affected by the project;and
- (x) Undertake the environmental monitoring as outlined in the EMP.

(e) Social Development Supervision

- (i) Regularly oversee the performance of the grievance redress system for the project and report to MoPW any project-related concerns, queries and complaints registered from the affected persons, local authorities and other stakeholders; assist MoPW in addressing Land Acquisition and Resettlement (LAR) related complaints throughout the implementation

of the project. This includes also developing/ improving a Grievance Database (electronic format), that helps consolidating, tracking, collating and analyzing received grievances per type, gender of complainant, solutions, status, etc.

- (ii) In the event if an unanticipated LAR impact is encountered, facilitate needed survey, consultations and preparation of LARP (as a supplementary document); and secure all requisite clearances, legal opinions, and agreements as well as compensation to APs prior to commencement of the civil works.
- (iii) Conduct consultation with groups to be affected by the project;
- (iv) ensure that the contractor does not involve child or forced labor in the execution of the civil works contracts in accordance with the provisions of the contract agreement.

4. REPORTING REQUIREMENTS AND DELIVERABLES

In addition to the foregoing, the Consultant shall provide the following documents and reports to the Ministry of Public Works.

- (a) **Inception Report:** The Inception Report will be presented within twenty-one (21) days after the signing of the contract, and it will include:
 - (i) Initial Findings.
 - (ii) Consultants' detailed work schedule and methodology, including the schedule and scope of all surveys, investigations, and tests, etc. to be conducted.
 - (iii) A programme for the use of resources including personnel, equipment, and materials etc.
 - (iv) A proposed outline for the final report.
- (b) **Progress Reports:** By the tenth (10th) day of each month, submit one soft copy and three (3) hard copies of a Monthly Progress Report in the approved form, briefly and concisely describing all construction activities and progress for the previous month, and report on environmental monitoring during construction. Problems encountered, or problems anticipated, shall be clearly stated, together with steps taken or recommendations for their correction. These reports shall also list the

Contractor's equipment and work force disaggregated by sex and age. It will also indicate the work to be performed during the coming month, expenditure record, provide reasonable cost projections to the end of the Project and current estimates of final cost and completion date.

- (c) **Final Report:** Within two months of the issue of the certificate of practical completion, prepare a Final Report on construction of the Project, summarizing the construction activities, contract changes, claims or disputes or any other substantive matters having an effect on the amount, cost and progress of the work. The number of copies of this report will be one soft copy and three (3) hard copies.

5. IMPLEMENTATION ARRANGEMENTS

MoPW will appoint a Project Manager who will be responsible for the day-to-day administration of the Project. The Project Manager will facilitate the work of the Consultant and make available all relevant studies, reports and data relevant to the completion of the project and will act as a liaison between the Consultant, GoGY officials and stakeholders. The Consultant will report to the Project Manager on day-to-day matters related to the project.

The Consultant will be responsible for the provision of office accommodation for the Consultant's team members. The Consultant will also be responsible for the purchase of office supplies and any instruments, equipment, software or licences that may be required for the implementation of their services.

6. QUALIFICATIONS AND EXPERIENCE OF KEY SPECIALISTS

It is the Consultant's responsibility to ensure that the team has an appropriate mix of key and non-key experts required to satisfy the full requirements of the TOR.

It is considered, as a guide only, that the Consulting Team is likely to include the key experts listed below.

All of the members of the Consulting Team must have excellent communication, interpersonal and teamwork skills and must be fluent in English. The key experts required for the Consultant's Team and their minimum qualifications and experience are as follows:

(a) Key Expert No. 1: Resident Engineer

- (i) Education: A Master's Degree in Civil Engineer, Structural Engineering or equivalent from a recognized university.
- (ii) Experience: At least 15 years' experience in design, construction and/or construction supervision of roads and bridges, 5 years of which should have been as a Team Leader / Resident Engineer on a project of this size and complexity. The team leader will have overall responsibility for implementing the project and managing the team of consultants with expertise in bridge and road engineering, cost estimation and contract documentation, geology, traffic engineering, road safety, social development, environment, and construction supervision. The candidate must have been a registered professional engineer for a minimum of ten (10) years and be a corporate/chartered member of international civil engineering professional organisations. The Team Leader will reside in Guyana full time throughout the period of the services. The candidate must have excellent technical, management and communication skills.

(b) Key Expert No 2: Structural/ Bridge Engineer

- (i) Education: A Master's Degree in Structural Engineering or equivalent from a recognised university.
- (ii) Experience: At least 10 years' experience in designing, constructing and/ or supervising the construction of major structural works, including at least two bridge construction projects of this size and complexity. The candidate should possess knowledge and skills in bridge load tests, investigations of bridge failures, bridge design reviews and bridge assessments and maintenance. The candidate must have been a registered professional

engineer for a minimum of six (6) years and be a corporate/ chartered member of an international civil engineering body.

(c) Key Expert No. 3: Geotechnical Engineer

- (i) Education: A Master's Degree in Soil/Geotechnical Engineering or equivalent from a recognized university.
- (ii) Experience: At least 10 years' experience in the conduct of Geotechnical studies for roads and bridges including at least two projects of this size and complexity. The candidate should have experience in similar geographic areas and be familiar with slope and embankment construction, laboratory and in-situ testing and foundation investigations. The candidate must have been a registered professional engineer for a minimum of six (6) years and be a corporate/chartered member of international civil engineering professional organisations.

(d) Key Expert No. 4: Quality Assurance – Quality Control / Materials Engineer

- (i) Education: A Master's Degree in Civil Engineering or equivalent from a recognized university.
- (ii) Experience: At least ten (10) years of experience in establishing quality assurance programs in highway construction projects and supervising the testing and evaluation of bridge construction materials used in modern bridge construction techniques including at least four (4) years on projects of a comparable nature. The candidate must be thoroughly familiar with all the standard field and laboratory testing procedures specified in the Contract Documents.

(e) Key Expert No. 5: Social Development Specialist/ Sociologist

- (i) Education: A Master's Degree in Social Policy, Project Implementation or equivalent from a recognized university.
- (ii) Experience: At least 10 years' experience and familiarity with social impact assessments, core labour standards, land acquisition and resettlement and its implementation. Experience with infrastructure, transportation and/or

climate resilient projects will be distinct assets. The candidate must have performed this role on at least two (2) projects of this size and complexity. The candidate shall also have experience in working in teams of multidisciplinary experts.

(f) Key Expert No. 6: Environmental Specialist

- (i) Education: A Master’s Degree in Environmental Science or equivalent from a recognized university.
- (ii) Experience: At least seven (7) years’ work experience and familiarity with all aspects of environmental management and with significant experience in environmental management and monitoring of projects, environmental assessment, and/or implementation of environmental mitigation measures on construction projects. The candidate must have performed this role on at least two (2) projects of this size and complexity. The candidate shall also have experience in working in teams of multi-discipline experts.

It is envisaged that the team will also consist of non-key experts such as a Contract Specialists, Hydraulic/ Drainage Engineer, Field/Site Engineers and Technicians, Surveyors and CAD Technicians.

7. DURATION

The Consultant shall commence work on the day the Consultant receives a Commencement Order from the MoPW. The planned completion period for the construction works is 24 months. The total duration of the Consultancy Service is not expected to exceed 24 months, plus an additional 12 months thereafter for the duration of the defects liability period from a date to be determined.

8. MANPOWER, SCHEDULING AND COSTS

In estimating man-month requirements and costs of the services, the Consultant(s) should ensure that the proposal takes full account of all of the above requirements and the following items:

- (a) Consultant(s) remuneration;
- (b) Consultant(s) out-of-pocket expenses;
- (c) Support staff services;
- (d) Equipment hire;
- (e) Communication costs;
- (f) Report production costs;
- (g) Contract documentation production costs;
- (h) Supervision costs; and
- (i) Survey costs

9. COMMENTS BY THE CONSULTANT

The Consultant may make comments on, and make suggestions for, improvements to these Terms of Reference (TOR). The financial implications, if any, of these recommendations should be indicated separately in the Financial Proposal.

Appendix - 2

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Technical Proposal – Standard Forms

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

CHECKLIST

FORM	DESCRIPTION	Page Limit
TECH-1	Technical Proposal Submission Form.	Not Applicable
TECH-1 Attachment	If the Proposal is submitted by a Joint Venture (JV), attach a letter of intent or a copy of an existing agreement.	
Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members.	
TECH-2	Consultant's Organisation and Experience.	
TECH-2A	A. Consultant's Organisation	3
TECH-2B	B. Consultant's Experience	3
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	2

TECH-3B	B. On the Counterpart Staff and Facilities	2
FORM	DESCRIPTION	Page Limit
TECH-4	Description of the Approach, Methodology and Work Plan for Performing the Assignment	10
TECH-5	Work Schedule and Planning for Deliverables	10
TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

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

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide Consultancy Services for Construction Supervision for the New Demerara River Bridge (Nandy Park to La Grange) in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

{Note to Consultant: If the Consultant is a Joint Venture (JV), insert the following: “We are submitting our Proposal in association/as a consortium/as a Joint Venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy [insert: “of our letter of intent to form a Joint Venture” or, if a JV is already formed, “of the Joint Venture 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 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.
- (b) Our Proposal shall be valid and remain binding upon us for 90 calendar days after the proposal submission deadline.
- (c) We have no conflict of interest that impacts our capacity to serve the best interest of the Client.
- (d) 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.

- (e) Unless the bid validity period is exceeded, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the unavailability or inadequate substitution of Key Experts may lead to the termination of Contract negotiations.
- (f) 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 upon receiving the Commencement Order from the Client.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

FORM TECH-2

CONSULTANT’S ORGANISATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant’s organisation 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 Organisation

1. Provide here a brief description of the background and organisation of your company, and – in case of a Joint Venture – of each member for this assignment.
2. Include organisational chart, a list of Board of Directors and beneficial ownership.

B - Consultant’s Experience

1. List only previous similar assignments successfully completed in the last *[insert number]* years.
2. List only those assignments for which the Consultant was legally contracted as a company or was a member of a Joint Venture. 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 and Brief Description of Main Deliverables/Outputs	Name of Client and Country of Assignment	Approx. Contract Value (in US\$ or EURO)/Amount Paid to Your Firm	Role on the Assignment
<i>{e.g. Jan.2009–Apr.2010}</i>	<i>{e.g. “Improvement quality of.....”: designed master plan for rationalization of; }</i>	<i>{e.g. Ministry of, country}</i>	<i>{e.g. US\$1 million/ US\$0.5 million}</i>	<i>{e.g. Lead partner in a JV A&B&C}</i>
<i>{e.g. Jan-May 2008}</i>	<i>{e.g. “Support to sub-national government.....” : drafted secondary level regulations on.....}</i>	<i>{e.g. municipality of....., country}</i>	<i>{e.g. US\$0.2 million/ US\$0.2 million}</i>	<i>{e.g. sole Consultant}</i>

FORM TECH-3

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

{Describe proposed modifications or improvement to the Terms of Reference (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.}

B - On Counterpart Staff and Facilities

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

FORM TECH-4

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

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

{Suggested structure of your Technical Proposal}:

- (a) Technical Approach and Methodology
- (b) Work Plan
- (c) Organisation and Staffing

- (a) **Technical Approach and Methodology:** {Please explain your understanding of the objectives of the assignment as outlined in the TOR, the technical approach and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TOR 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) **Organisation and Staffing:** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

FORM TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

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 form of a bar chart.
3. Include a legend, if necessary, to help reading the chart.

FORM TECH-6

Team Composition, Assignment and Key Experts' Inputs

N°	Name	Expert's Input (in person/month/person-days) per each Deliverable (listed in TECH-5)										Total Time Input (in months/days)			
		Position		D-1		D-2		D-3		D-...		Home	Field	Total
KEY EXPERTS															
K-1	{e.g. Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]							4		
			[Field]	[0.5 m]	[2.5]	[0]								3	
K-2															
K-3															
n															
											Subtotal				
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
n															
											Subtotal				
											Total				

1. For Key Experts the input should be indicated individually for the same positions as required in the Terms of Reference
2. Months are counted from the start of the assignment/mobilization. One (1) month equals 22 working (billable) days. One (1) working (billable) day shall be not less than eight (8) working 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

Position Title and No.	<i>{e.g. K-1, TEAM LEADER}</i>
Name of Expert:	<i>{Insert full name}</i>
Date of Birth:	<i>{day/month/year}</i>
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 organisation, titles of positions held, types of activities performed and location of the assignment, contact information of previous clients and employing organisation(s) who can be contacted for references. Past employment which is not relevant to the assignment does not need to be included.}

Period	Employing Organisation and your Title/Position. Contact Information for References	Country	Summary of Activities Performed Relevant to the Assignment
<i>[e.g. May 2005-present]</i>	<i>[e.g. Ministry of, Advisor/Consultant to... For references: Tel...../e-mail; Mr. Hbbbb, Deputy Minister]</i>		

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

Expert’s Contact Information: (e-mail....., phone.....)

Certification:

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

{ day/month/year }

Name of Expert

Signature

Date

{ day/month/year }

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

Signature

Date

Financial Proposal - Standard Forms

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration.

FIN-4 Reimbursable Expenses

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and Address of Client]

Dear Sirs:

We, the undersigned, offer to provide Consultancy Services for Construction Supervision for the New Demerara River Bridge (Nandy Park to La Grange) 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 amount(s) currency(ies)] [Insert amount(s) in words and figures], excluding all indirect local taxes. 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.

{Note to Consultant: All amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. 90 calendar days after the proposal submission deadline.

Commissions, gratuities or fees paid or to be paid by us to an agent or any other party relating to preparation or submission of this Proposal and Contract execution, are listed below:

Name and Address of Agent(s)/Other Party	Amount and Currency	Purpose
_____	_____	_____
_____	_____	_____

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

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

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{Note to Consultant: 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			
	<i>{Consultant must state the proposed Costs in United States Dollars; delete columns which are not used}</i>			
	<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 applicable}</i>
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) <i>[Reimbursables]</i>				
<u>Total Cost of the Financial Proposal:</u> <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>				
<u>Total Estimate for Indirect Local Tax:</u> _____				

1. Footnote: Payments will be made in the currency(ies) expressed above

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

B. [Reimbursable]								
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*}	{Night}		_____				
—	{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 Terms of Reference}				_____			
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.]

EVALUATION OF PROPOSALS

Proposals will be evaluated in a two-stage manner, commencing with evaluation of technical proposals and allocation of merit points and ranking of technical proposals. Only then will the financial proposals be opened, and only those of the consultants whose technical proposals attained a score of at least [70] points in the technical evaluation. [Consultants will be given an opportunity to attend the opening of financial proposals.]

Technical proposals shall be evaluated and merit points awarded based on the following:

Evaluation Criteria	Points
(i) Specific experience of the Consultant (as a firm) relevant to the Assignment	10
(ii) Adequacy and quality of of the proposed methodology, and work plan, including level of detail, in responding to the Terms of Reference:	
(a) Methodology and work plan	25
(b) Organisation and staffing (overall team composition)	5
Total Points for criterion (i and ii)	40
(iii) Key Experts' qualifications and competence for the Assignment:	
(a) Position K-1: Resident Engineer	10
(b) Position K-2: Structural/ Bridge Engineer	8
(c) Position K-3: Geotechnical Engineer	8
(d) Position K-4: QA-QC/ Materials Engineer	8
(e) Position K-5: Social Development Specialist/ Sociologist	8
(f) Position K-6: Environmental Specialist	8
Total Points for criterion (iii)	50
The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:	
(1) Qualifications (education, training & experience)	20%
(2) Adequacy for the assignment	70%

(relevant education, training & experience in the sector/similar assignments)	
(3) Relevant experience in the Region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.)	10%
(iv) Participation of Guyanese nationals among proposed Key Experts	10
Total Points for the four criteria	100
The minimum technical points (P _t) required to pass is:	75
<p>The formula for determining the price points is the following: $P_p = 100 \times P_{\min} / P$, in which P_p is the price score, P_m is the lowest price and P the price of the proposal under consideration.</p> <p>The weights given to the Technical and Price Proposals are: P_t = 0.7 and P_p = 0.3</p>	

A Proposal may be treated as nonresponsive if any of the items as requested above, which are required for the evaluation, are omitted. A Consultant will also be excluded from the evaluation if, in the judgment of the Procuring Entity, the Consultant has been or might be placed in a position where its judgment in the execution of the project may be biased or its independence otherwise compromised. The Consultant should disclose any circumstances which may give rise to such concerns and should not accept an assignment that presents a conflict of interest with another assignment in which they are engaged. Consultants that believe such a situation may exist should seek guidance from the Procuring Entity prior to preparing its technical proposal.

For the purpose of evaluating the proposal, prices shall be converted to a single currency using the selling (exchange) rates for the currencies of the price quoted by the Bank of Guyana. The date of the exchange rate is 14 days prior to submission of proposals. **The contract shall be awarded to the Consultant with the highest combined score.**

CONTRACT NEGOTIATIONS

The aim of the negotiations is to reach an agreement on all points with the consultant and initial a draft contract by the conclusion of negotiations. The negotiations shall cover the terms of reference

and scope of the proposed services, deliverables, progress reports, facilities to be provided by the Procuring Entity, as well as the financial proposal. **The price (fee for services) shall also be subject to negotiation.**

The Consultants should note that the Contract will be with the **Ministry of Public Works**. Payments to the Consultants will be made in accordance with an agreed estimated schedule, assuring the Consultants of regular deposits as long as the work proceeds as planned and invoices with relevant supporting documents are submitted for approval on a timely basis.

MODIFICATION OF CONTRACT

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. The final terms of the parties's contract will be determined during the negotiation period.

Appendix 3

STANDARD CONTRACT

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Government of the Cooperative Republic of Guyana

DRAFT CONTRACT

between

Ministry of Public Works

&

Consultancy Services for Construction Supervision
of the New Demerara River Bridge (Nandy Park to
La Grange)

DATE

I. Form of Contract

TIME-BASED

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

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

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of 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

1. The Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of this Contract (hereinafter called the “Services”).
2. 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.

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 – Prohibited Practices and Other Integrity Related Matters).
 - (b) The Special Conditions of Contract.
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Remuneration Cost Estimates
 - Appendix D: Reimbursable Cost Estimates
 - Appendix E: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract,

including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; and Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

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

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

{Add signature blocks for each member if all are signing}

II. General Conditions of Contract

A. General Provisions

1. Definitions

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

- (a) “Applicable Law” means the laws of Guyana.
- (b) “Client” means the implementing agency/ executing agency that signs the Contract for the Services with the Selected Consultant.
- (c) “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.
- (d) “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including influence improperly the actions of another party.
- (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 Clause 1 (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 1.1.
- (i) “Expert” 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.
- (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” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (u) “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. 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. Prohibited Practices and Other Integrity Related Matters**
- a. Commissions and Fees** 10.1 The Client requires compliance with its policy in regards to corrupt, Prohibited Practices and Other Integrity Related Matters as set forth in **Attachment 1** to the GCC.
- 10.2 The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, commission 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, representative, or commission agent, the amount and currency, and the

purpose of the commission or fee. Failure to disclose such commissions and gratuities may result in termination of the Contract.

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 one (21) 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 (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

17. Force Majeure

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

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

19.1.2 Furthermore, if the Client determines that the Consultant has failed to comply with regard to Prohibited Practices and Other Integrity Related Matters, in competing for or in executing the Contract, then the Client may, after giving 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) days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 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 hereof.
- (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

d. Cessation of Services

auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

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 and 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 Sub-consultants, as well as the Experts of the Consultant and any 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 Client's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Client's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

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

21. Conflict of Interests

21.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Consultant pursuant to Clause GCC F (Clauses 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 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 provided by 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 therefor have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as specified in GCC 13.

**25. Accounting,
Inspection and
Auditing**

25.1 The Consultant shall keep, and cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Client and/or persons appointed by the Client to inspect the site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client if requested by the Client. The Consultant is advised that acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under this Sub-Clause 25.2 constitute a prohibited practice subject to contract termination.

**26. Reporting
Obligations**

26.1 The Consultant shall submit to the Client the reports and documents specified in Appendix A hereto, 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 property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

**28. Equipment, Vehicles
and Materials**

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and

shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. Consultant's Experts and Sub-Consultants

29. Description of Key Experts

29.1 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of 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 periods of engagement 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 originally estimated period of engagement of 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 periods of engagement of Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment.

30. Replacement of Key Experts

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

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

31. Approval of Additional Key Experts

31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the 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-one (21) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been

approved by the Client. The rate of remuneration payable to new Key Experts shall be based on the rates for other Key Expert positions 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-consultants has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have failed to comply with the Client's policy in regard to Prohibited Practices and Other Integrity Related Matters 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 equivalent or better qualifications and experience and shall be acceptable to the Client.

33. Replacement/ Removal of Experts – Impact on Payments

33.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

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

E. Obligations of the Client

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 **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 in foreign and local currencies 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 GCC 41.2, 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, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) reimbursed to the Consultant or paid by the Client on behalf of the Consultant are stated in the **SCC**.

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 specified in the SCC, 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 payment 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 payment have been fully set off.
- (b) 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) 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 14 days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GCC 45.1 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 by either Party to adjudication/arbitration in accordance with the provisions specified in the SCC.

I. Eligibility

50. Eligibility

50.1 It is the Consultant's responsibility to ensure that it (including Joint Ventures and their individual members) meets the eligibility requirements the following:

- (a) be legally incorporated or otherwise organised in, and have their principal place of business in an Eligible Country;

50.2 The Consultant shall not use the proceeds of the Contract to purchase goods or services necessary to perform the assignment where:

- (a) as a matter of law or official regulations, the Client's country prohibits commercial relations with the country from which the goods or services originate; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Client's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

II. General Conditions

Prohibited Practices and Other Integrity Related Matters

1. In pursuance of this requirement, the Employer:
 - (a) defines, for the purposes of this provision, Prohibited Practices as follows:
 - (i) **“corrupt practice”** is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the action of another party;
 - (ii) **“fraudulent practice”** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a 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 influencing 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; and
 - (v) **“obstructive practice”** is:
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence related to an investigation or making false statements or false allegation to Client in order to impede a Client investigation into allegations of an integrity violation particularly Prohibited Practices; and/or threatening, harassing, or intimidating any party to delay or prevent it from sharing evidence or disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts which impede the exercise of Client's access, inspection and audit rights provided for under Paragraph 1. (f) below.
 - (b) will reject a Proposal for award if it determines that the Bidder or Proposer recommended for award has, directly or through an agent, engaged in any Prohibited Practice in competing for the contract in question;
 - (c) may temporarily suspend an individual or entity from: (a) receiving a payment, to the extent contractually permissible, where to make the payment could result in harm to the Client; or (b) participating in or being awarded a contract for a project financed by the Client;

- (d) may maintain on its website or other publicly accessible platforms a list of Firms and individuals sanctioned by Client; and
- (e) will have the right to require that a provision be included in the tender or RFP documents, and similar associated documents, and in contracts to be financed by Client; requiring Bidders, Proposers, Firms, Suppliers, service providers, Contractors, sub-contractors, Consultants, sub-consultants, suppliers, project promoters, sponsors, beneficiaries of Client's financing and parties bound by special provisions pursuant to Client financed contracts, as well as their respective officers, employees and agents to:
 - (i) cooperate promptly, fully and in good faith with any audit or investigation conducted by the Client to determine whether any wrongdoing or integrity violation, specifically a Prohibited Practice has occurred, (ii) respond promptly and in reasonable detail to any notice from the Client, (iii) furnish documentary support for such response upon the Client's request; (iv) make available to the Client for interviews their employees and agents to respond to questions from any investigator, agent, auditor or consultant designated by the Client to conduct an investigation; and (v) provide access to, inspect and make copies of their accounts and records and other documents relating to the Bid/Proposal submission, contract performance and to have them audited by auditors appointed by Client and/or subjected to investigation by the Client.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
4.1	The language is: English
6.1 and 6.2	<p>The addresses are:</p> <p>Client : Ministry of Public Works Fort Street, Kingston Georgetown Guyana</p> <p>Attention : Mr. Ron Rahaman</p> <p>E-mail: ctpuwsg@gmail.com</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A"].</i></p> <p><i>[Note: 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 SCC 6.1 should be inserted here.</i></p> <p>The Member in Charge on behalf of the JV is <i>[insert name of member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: <i>[name, title]</i> _____</p> <p>For the Consultant: <i>[name, title]</i> _____</p>
11.1	The effectiveness conditions are the following: N/A
12.1	Termination of Contract for Failure to Become Effective: N/A
13.1	<p>Commencement of Services:</p> <p>The number of days shall be fourteen.</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.
14.1	<p>Expiration of Contract:</p> <p>The time period shall be 24 months and for at least 12 calendar months subsequent to this for the defects liability period from a date to be determined</p>
23.1	No additional provisions.
24.1	<p>The risks and the coverage shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of Five Hundred Thousand United States Dollars (US\$500,000.00).</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 One Hundred Thousand United States Dollars (US\$100,000.00) "in accordance with Applicable Law in the Client's country";</p> <p>(c) Third Party liability insurance, with a minimum coverage of One Hundred Thousand United States Dollars (US\$100,000.00) "in accordance with Applicable Law in the Client's country";</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, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.2	The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

<p>41.2</p>	<p>The ceiling in foreign currency or currencies is: <i>[insert amount and currency for each currency] [indicate: inclusive or exclusive]</i> of local indirect taxes.</p> <p>The ceiling in local currency is: <i>[insert amount and currency [indicate: inclusive or exclusive]</i> of local indirect taxes.</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>
<p>43.1 and 43.2</p>	<p>The Client warrants that the Consultant, the Sub-consultants and the experts shall be exempt from any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client’s country, on the Consultant, the Sub-consultants and the experts in respect of:</p> <ul style="list-style-type: none"> (a) any payments whatsoever made to the Consultant, Sub-consultants and the experts (other than nationals or permanent residents of the Client’s country), in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought into the Client’s country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them; (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client; <p>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> <ul style="list-style-type: none"> (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 (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

	<p>Consultant, Sub-consultants or Experts, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (ii) 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	The currency [currencies] of payment shall be the following: United States Dollars
45.1(a)	<p>The following provisions shall apply to the advance payment and the advance payment bank guarantee:</p> <p>1. An advance payment of <i>[insert amount in foreign currency]</i> and of <i>[insert amount in local currency]</i> shall be made within <i>[insert number]</i> days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first <i>[insert number]</i> months of the Services until the advance payment has been fully set off.</p>
45.1(e)	<p>The accounts are:</p> <p>For foreign currency: <i>[insert account]</i>. For local currency: <i>[insert account]</i>.</p>
46.1	N/A
49.	Disputes shall be settled by laws, forum and Courts of Guyana.

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

APPENDIX B - KEY EXPERTS

[Note: 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 who are paid in the foreign currency.

{Note: 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 FIN FORM-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

Signature

Date

Name and Title: _____

APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on Form FIN-4 of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to Form FIN-4 at the negotiations or state that none has been made].*
2. All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.

APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE

Note: See Clause GCC 41.2 and Clause SCC 41.2..

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

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

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

Date: _____ *[insert date]*

ADVANCE PAYMENT GUARANTEE No.: _____

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

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

At the request of the Consultant, we _____ *[Name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ *[Amount in figures]* (_____) *[Amount in words]*¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant is in breach of their 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; and
- (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 their account number _____ at _____ *[Name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in 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 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.”*