**The Arab Republic of Egypt**

**Gharbia Company for Water and Wastewater**

**Kitchener Drain Project - Wastewater Component**

**Selection of Consultants**

**Request for Proposals**

for

Consulting Services and Construction Supervision for the Rehabilitation of Tanta WWTP and Mit Bader Halawa WWTP

|  |  |
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| **Ref. No./ Contract No.** | **1/GH/KP/Con/2022** |
| **Implementing Entity** | **Gharbia Company for Water and Wastewater** |
| **Loan Operation No.** | **N**ο **FI 87454 Serapis Nο 2017/0090** |
| **Issue Date** | **18 April 2023** |
| **Deadline for receiving proposals** | **20 June 2023, 12:00 noon (local time)** |

List of Abbreviations

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| EIB | European Investment Bank |
| EU | European Union |
| EUR / € | Euro |
| FIDIC | International Federation of Consulting Engineers |
| GIS | Geographical Information System |
| H&S | Health and Safety |
| HCWW | Holding Company for Water & Wastewater |
| KE | Key Expert |
| MHUUC | Ministry of Housing, Utilities and Urban Communities |
| NIP | Neighbourhood Investment Platform |
| NKE | Non-key Expert |
| O&M | Operation and Maintenance |
| PIC | Project Implementation Consultant |
| RB / Red Book | FIDIC Conditions of Contract 1999 For Building and Engineering Works designed by the Employer |
| TOR | Terms of Reference |
| TSPA | Travel Safe Plan of Action |
| WSC | Water and Sanitation Company |
| WWTP | Wastewater Treatment Plant |
| YB / Yellow Book | FIDIC Conditions of Contract 1999 For Electrical & Mech. Plant & For Building & Engineering Works Designed by the Contractor |
| TEC | Tender Evaluation Committee |

**Standard Request for Proposals for selection of consultancy firms**

**PART 1 – PROPOSAL AND SELECTION PROCEDURES**

**Section I Letter of Invitation (LOI) Requesting Proposals**

This letter is addressed to consultants an open procedure as published in the RFP advertisement. Section I provides basic information about the service and advises consultants on how to obtain the RFP, the selection method and applicable competition rules that govern the selection and award process.

**Section II Instructions to Consultants (ITC)**

This section provides information to help consultants prepare their proposals; it also provides information on the submission, opening, and evaluation of proposals and on the award of the proposed contract. **The text of the ITC clauses in this section shall not be modified.**

**Section III Proposal Data Sheet (PDS)**

This section includes provisions that are specific to this procurement and that supplement Section II, Instructions to Consultants.

**Section IV Qualification and Evaluation Criteria**

This section stipulates the qualifications and past experience credentials to be evidenced by the competing consultant as well as the criteria to be used the Implementing Entity to evaluate the proposals.

**Section V A Technical Proposal Forms**

This section provides the technical proposal forms which are to be completed by the competing consultant and to be submitted in the technical proposal envelope.

**Section V B Financial Proposal Forms**

This section provides the financial proposal forms which are to be completed by the competing consultant and to be submitted in the financial envelope.

**Section VI Terms of Reference**

This section includes the detailed terms of reference that describe the background, objectives, scope, tasks, as well as the schedule for delivery of each of the outputs requested via this RFP for consultancy services.

**PART 2 – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

**Section VII Contract Agreement and General Conditions of Contract (GCC)**

This section contains the form of contract to be entered into between the Implementing Entity and the consultant. The text of the general conditions of contract clauses in this section shall not be modified. The Promoter acting through the Implementing Entity will select the appropriate contract form (time-based or lump sum) by using the applicable clauses for payment and completion of outputs/deliverables as proposed in the SCC.

**Section VIII Special Conditions of Contract (SCC), Annexes to Contract and Contract Forms**

This section contains the clauses that supplement the GCC and that are to be completed by the Implementing Entity to suit the specifics of each consultancy assignment.

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Part 1 Proposal and Selection Procedures

Section I. Letter of Invitation Requesting Proposals

*Gharbia, Egypt*

*April 2023*

**Re:** Selection of consulting firm to perform the detailed designs and construction supervision for Kitchener projects in Gharbia Company for Water and Wastewater

*ID number of procurement: 1/GH/KP/Con/2022*

Dear Madam/Sir,

1. The Government of Egypt represented by **Gharbia company for water and wastewater “Gharbia WSC”.** has received a loan from the European Investment Bank, and a grant from the European Union through the Neighbourhood Investment Platform “NIP” and intends to apply a part of the financing for the execution of the consulting services assignment described in paragraph 3 below.

The use of the financing shall be subject to EIB no-objection, pursuant to the terms and conditions of the Finance Contract which signed between the Egyptian Government and the EIB, as well as EIB Guide to Procurement for projects financed by the EIB.

2. The *Selection of consulting firm to perform the detailed designs and construction supervision for Kitchener projects in Gharbia Company for Water and Wastewater* includes:

*2.1* ***Tanta WWTP*** *100,000 m3/day: the wastewater treatment plant with an average capacity of 100,000 m3/d as required till year 2037 while the site will be furnished as required average capacity of 150,000 m3/d till year 2057,conduct and support Gharbia WSC during the technical and financial evaluation of the bids received, awarding process, review and approve the detailed design submitted by the Contractor, and supervise the construction, operations and maintenance of the plant and support Gharbia WSC during the handover procedure from the Contractor.*

*2.2* ***Mit Badr Halawa*** *WWTP 5,000 m3/day: review the status assessment report issued by the Project Implementation Consultant “PIC”, evaluate the status of all civil and electromechanical components of the plant, conduct a detailed assessment of the plant, specify all rehabilitation works needed for the plant, issue the tender documents for the rehabilitation works, evaluate and support Gharbia WSC in the technical and financial evaluation of the bids received, awarding process, review and approve the works methodology submitted by the Contractor, and supervise the rehabilitation works, operation and maintenance of the plant and support Gharbia WSC during the handover procedure from the Contractor.*

3. The Implementing Entity now invites proposals (“proposals”) from eligible consulting firms to provide the following services (“services”): Detailed designs and construction supervision. More details on these services are provided in the terms of reference – Section VI.

This request for proposals (“RFP”) is open to all eligible consulting firms. Firms originating from all countries of the world are eligible to tender for this service contract, and as per the advertised procurement notice, the selection will be subject to post qualifications.

4. Consultants may associate with other eligible consultants to enhance their capacity to successfully carry out the assignment.

5. The services, and the contract expected to be awarded, are divided into the following phases:

* Phase I: Design:
  + Evaluation of bids for Tanta WWTP,
  + Status assessment for Mit Badr Halawa WWTP, assessment of the requirements for the rehabilitation works and preparation of the detailed design.
* Phase II: Supervision:
  + Tanta WWTP construction,
  + Mit Badr Halawa WWTP rehabilitation works.

6. A consultant will be selected using *Quality and Cost Based Selection method “QCBS*” In QCBS evaluations, the Tender Evaluation Committee (TEC) combines the technical and financial points to identify the proposal that has scored the highest number of points. For more information, please read Section II Instructions to Consultants, part E. Evaluation of Proposals.

The selection process, as described, may include a reference check, prior to contract award.

7. The RFP includes the following sections:

Part 1 – Proposal and Selection Procedures

Section I Letter of Invitation Requesting Proposals (LOI)

Section II Instructions to Consultants (ITC)

Section III Proposal Data Sheet (PDS)

Section IV Qualification and Evaluation Criteria

Section V “A” Technical Proposal Forms

Section V “B” Financial Proposal Forms

Section VI Terms of Reference

Part 2 – Conditions of Contract and Contract Forms

Section VII Contract Agreement and General Conditions of Contract (GCC)

Section VIII Special Conditions of Contract (SCC), Annexes to Contract and

Contract Forms

8. A pre-proposal conference willbe held as described in the proposal data sheet (“PDS”), Section III of this RFP.

9. Proposals must be delivered to the address and in the manner specified in the PDS ITC 20.3, 20.5 and 20.7 no later than 20 June 2023 at 12:00 noon local time.

10. Consultants should be aware that distance and customs formalities may require longer than expected delivery time. Late proposals will not be accepted under any circumstances and will be returned unopened to the consultant(s).

11. Electronic proposals shall not be accepted.

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

Yours Sincerely,

Authorized official: **Dr. Hamdy Mohamed Shatta**

**Gharbia WSC Chairman**

Address: Estad street, Tanta, Gharbia governorate, Egypt

Email address: kitchener.tender@ghwsc.com.eg

Fax number: 0020403410078

Section II. Instructions to Consultants

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| 1. General   In part 1 (proposal and selection procedures) of this request for proposals (RFP), the following words and expressions shall have the meanings stated. These definitions shall not apply to any words or expressions in the sections that make up part 2 (conditions of contract and contract forms) of this RFP, in which such words and expressions shall have the meanings stated in GCC sub-clauses 1.1 and 2.1 unless otherwise specified. | |
| 1. Definitions | 1. “Addendum” or “Addenda” means a modification to this RFP issued by the Implementing Entity. 2. “Associate” or “Member” means any entity that is a member of the association that forms the consultant. A sub-consultant is not an associate. 3. “Joint Venture”, “JV”, or “Consortium” means an association of entities that forms the consultant. 4. “Implementing Entity” means the procuring entity identified in the Proposal Data Sheet (**PDS**). 5. “Promoter” means the Holding Company for Water and Wastewater (**HCWW**) 6. “Ministry" means the ministry represents the government and signed the Finance Contract with the EIB. 7. “Governorate” the government where the project is implemented. 8. “Confirmation” means confirmation in writing. 9. “Consultant” or” Tenderer” means any legal entity that may provide or provides the services to the Implementing Entity under the contract. 10. “Contract” means the contract entered into between the Implementing Entity and the consultant, including all attachments, annexes, and all documents incorporated by reference therein, a form of which is included in part 2 of this RFP. 11. “Borrower” means the government, government agency or other entity that signs the Financing Contract with the EIB. 12. “Project” means the project funded by the EIB. 13. Covenant of Integrity (**CoI**) means the EIB Covenant of Integrity to be signed by all consultants. 14. “Days” refers to calendar days. 15. "Financial Proposal" has the meaning given to the term in ITC sub-clause 15.5. 16. “The Bank” or “EIB” means the European Investment Bank. 17. “GCC” means the General Conditions of Contract. 18. “Government” means the government identified in the Proposal Data Sheet (**PDS**). 19. “Procurement Guide” means the latest “Guide to Procurement for projects financed by the EIB” (**GtP**) at [www.eib.org/en/publications/guide-to-procurement.htm](http://www.eib.org/en/publications/guide-to-procurement.htm) 20. “EIB funding” means the funding that EIB has made available to the government and/or the funding being administered by EIB pursuant to the terms of the financing agreement. 21. “Instructions to Consultants” or “ITC” means Section II of this RFP, including any amendments, which provides consultants with all information needed to prepare their proposals. 22. "Key Professional Personnel" means the key professional personnel identified pursuant to ITC sub-clause 15.3(d). 23. “PDS” means the Proposal Data Sheet, in Section III of this RFP, used to reflect specific requirements and/or assignment conditions. 24. “Personnel” means key professional personnel and additional staff provided by the consultant, or by any sub-consultants, or associates that are assigned to perform the services or any part thereof. 25. "Pre-proposal Conference" means the pre-proposal conference specified in **PDS** ITC 2.4, if any. 26. “Project” means the project named in the **PDS** that is being funded and/or administered by the Bank, and being implemented by the Implementing Entity identified in the **PDS**. 27. “Proposal” means the technical proposal and the financial proposal for the provision of the services submitted by a consultant in response to this RFP. 28. “RFP” means this request for proposals, including any amendments that may be made, prepared by the Implementing Entity for the selection of the consultant. 29. “SCC” means the special conditions of contract. 30. “Services” means the tasks to be performed by the consultant pursuant to the contract. 31. “SH” means sexual harassment. 32. “Sub-consultant” means any person or legal entity with whom the consultant subcontracts any part of the services. 33. “TEC” means the tender evaluation committee, selected for the purpose of evaluating the proposals received, that submits a report with recommendation for award of the contract for which this RFP is being issued. 34. "Technical Proposal" has the meaning given the term in ITC sub-clause 15.3. 35. “Terms of Reference” or “TOR” means the document included in this RFP as Section VI, which explains the objectives; scope of work; activities; tasks to be performed, respective responsibilities of the Implementing Entity and the consultant; and expected results and deliverables of the assignment. |
| 1. Scope of RFP | * 1. The Implementing Entity will select a consultant in accordance with the selection method specified in the **PDS**.   2. Throughout this RFP, except where the context requires otherwise, words indicating the singular also include the plural, words indicating the plural also include the singular, and the feminine means the masculine and vice versa.   3. Consultants are invited to submit a technical proposal and a financial proposal for services required for this assignment as named in the **PDS**. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected consultant.   4. Consultants should familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and local conditions, consultants are encouraged to attend a pre-proposal conference if one is specified in the **PDS**.   5. The Implementing Entity will timely provide, at no cost to the consultant, the inputs and facilities specified in the **PDS**, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports. No other inputs will be provided. Therefore, a consultant shall plan to cover all incurred expenses that may be foreseen to initiate and sustain the services in a timely manner, including but not limited to office space, communication, insurance, office equipment, travel, etc. not otherwise specified in the **PDS**.   6. The Implementing Entity is not bound to accept any proposal, and reserves the right to cancel the procurement at any time prior to contract award, without thereby incurring any liability to any consultant. |
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| 1. Source of funds | * 1. The sources of funds are specified in the **PDS.** |
| 1. Prohibited practices | * 1. The EIB requires that all beneficiaries of EIB funding, including the Promoter, the Implementing Entity and any consultants, implementing partners, service providers, suppliers, sub-suppliers, contractors, sub-contractors, consultants, sub-consultants, and any of their agents (whether declared or not) and personnel observe the highest standards of ethics during the procurement and execution of such contracts, and comply with EIB Group Anti-Fraud Policy[[1]](#footnote-1)   2. For the purposes of these provisions, and consistent with EIB Anti-Fraud Policy, the terms set forth below are defined as follows, and referred to collectively as “Prohibited Practices”:      1. “***corrupt practice***” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value in order to improperly influence the actions of another party;      2. “***fraudulent practice***” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation;      3. “***collusive practice***” is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;      4. “***coercive practice***” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party, to improperly influence the actions of that or another party;      5. “***obstructive practice***” is (i) deliberately destroying, falsifying, altering or concealing evidence that may be material to an investigation by the Bank or making false statements to investigators in order to materially impede an investigation by the Bank; (ii) threatening, harassing or intimidating any party in order to prevent that party from disclosing its knowledge of matters relevant to an investigation by the Bank or from pursuing such an investigation; and/or (iii) the commission of any act intended to materially impede the exercise of the Fund’s contractual rights of audit, inspection and access to information.   3. The consultant shall keep all records and documents, including electronic records, relating to this procurement process available for a minimum of three (3) years after notification of completion of the competition process or, in case the consultant who is awarded the contract, execution of the contract.   4. The consultant shall grant the Promoter, the Implementing Entity, the Bank and auditors appointed by either of them, as well as any authority or European Union Institution or body having competence under European Union law, the right to inspect and copy the books and records of the tenderer, contractor, supplier or consultant in connection with any Bank-financed contract. |
| 1. E&S Performance Standards | * 1. The resulting contract will be implemented in a manner consistent with compliance with EIB's Environmental and Social Standards[[2]](#footnote-2) |
| 1. Sexual Harassment, Sexual Exploitation and Abuse | The Bank requires that all beneficiaries of funding, including the Promoter, the Implementing Entity and any consultants, implementing partners, service providers, suppliers, sub-suppliers, contractors, sub-contractors, sub-consultants, and any of their agents (whether declared or not) and personnel comply with the requirements stated in the Environmental and Social Standards. |

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| 1. Money laundering and Terrorist Financing | The Bank requires that all beneficiaries of EIB funding or funds administered by the Bank, including the Promoter, the Implementing Entity, any consultants, implementing partners, service providers and suppliers, observe the highest standards of integrity during the procurement and execution of such contracts, and commit to combat money laundering and terrorism financing consistent with the Bank’s Anti-Fraud Policy[[3]](#footnote-3). |

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| 1. Qualification and Eligibility of Consultants, Joint Venture and Conflict of Interest | * 1. The qualification and eligibility criteria set out in Section IV will apply to the consultant, including all parties constituting the consultant, for any part of the contract.   2. Pursuant to its Sanctions Policy, the Bank shall not provide finance, directly or indirectly, to or for the benefit of an individual or entity that is subject to financial sanctions imposed by the EU, either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council on the basis of article 41 of the UN Charter.   3. Consultants must satisfy the legal, financial and litigation criteria requirements stated in paragraphs 1.1 to 1.3 of Section IV of this RFP. The proposals of consultants who do not satisfy these requirements will not be evaluated any further.   4. In the case where a consultant is, or proposes to be, a joint venture or other association      1. all members of the joint venture or association must satisfy the legal, financial, litigation, eligibility and other requirements set out in this Section IV;      2. all members of the joint venture or association will be jointly and severally liable for the execution of the contract; and      3. the joint venture or association will nominate a representative who will have the authority to conduct all business for and on behalf of any and all the members of the joint venture or the association if awarded the contract, during contract performance.   5. Conflict of interest: This occurs when the impartial and objective exercise of the functions of the Promoter and/or the Implementing Entity, or the respect of the principles of competition, non-discrimination or equality of treatment with regard to the procurement procedure or contract, is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest. The concept of conflict of interest covers any situation where staff members (or consultants acting on behalf) of the Promoter and/or the Implementing Entity who are involved in the conduct of the procurement procedure or may influence the outcome of that procedure have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure or contract execution.   6. The Promoter acting through the Implementing Entity, must take appropriate measures to effectively prevent, identify and remedy conflicts of interest arising in the conduct of procurement procedures or contracts so as to avoid any distortion of competition and to ensure the impartial and objective exercise of the functions of the Implementing Entity and equal treatment of all tenderers or contractors.   7. The assessment of whether or not there is a conflict of interest has to be carried out on a case by case basis, considering the actual risk of conflict based on the specific circumstances of the case at stake. The individual or entity in question should declare whether they have any conflict of interest and, if so, present supporting evidence which might remove or remedy a conflict of interest.   8. In cases where a conflict of interest cannot be effectively remedied by other less intrusive measures, the Bank requires the Promoter acting through the Implementing Entity to exclude from participation in an EIB-financed procurement procedure or contract any tenderer or contractor affected by such a conflict of interest.   9. It is the Bank’s policy to require that the Promoter and the Implementing Entity, as well as tenderers, contractors, suppliers and consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. The Bank reserves the right to take all appropriate action in order to enforce this policy. Moreover, the Bank is committed to ensuring that its loans are used for the purposes intended and its operations are free from Prohibited Conduct (including but not limited to, fraud, corruption, collusion, coercion, obstruction, money laundering and terrorist financing). In pursuance of this policy as set out in EIB’s Anti-Fraud Policy, if it is established to the required standards that a project-related party has engaged in Prohibited Conduct in the course of a procurement process or implementation of a contract (to be) financed, the Bank:   a) May seek appropriate remediation of the Prohibited Conduct to its satisfaction;  b) May declare ineligible such project-related party to be awarded the contract; and/or  c) May withhold the Bank’s no objection to contract award and may apply appropriate contractual remedies, which may include suspension and cancellation, unless the Prohibited Conduct has been dealt with to the satisfaction of the Bank.  Furthermore, within the framework of its Exclusion Policy, which is accessible via (<https://www.eib.org/en/publications/exclusion-policy>), the Bank may declare such project-related party ineligible to be awarded a contract under any EIB project or to enter into any relationship with the Bank. |
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| 1. Origin of Goods and Services | * 1. Firms originating from all countries of the world are eligible to tender for works, goods and services contracts. |
| 1. Contents of RFP | |
| 1. Sections of RFP | * 1. This RFP consists of parts 1 and 2, which include all the sections indicated below and should be read in conjunction with any addenda issued in accordance with ITC clause 12.   Part 1 - Proposal and Selection Procedures  • Section I. Letter of Invitation (LOI)  • Section II. Instructions to Consultants (ITC)  • Section III. Proposal Data Sheet (PDS)  • Section IV. Qualification and Evaluation Criteria  • Section V. A. Technical Proposal Forms  • Section V. B. Financial Proposal Forms  • Section VI. Terms of Reference  Part 2 -Conditions of Contract and Contract Forms  • Section VII. Contract Agreement and General Conditions of Contract (GCC)  • Section VIII. Special Conditions of Contract (SCC), Annexes to Contract and Contract Forms   * 1. The Implementing Entity is not responsible for the completeness of this RFP and its addenda if they were not obtained directly from the source stated by the Implementing Entity in this RFP.   2. The consultant is expected to examine all instructions, forms, terms, and terms of reference in this RFP. Failure to furnish all information or documentation required by this RFP may result in the rejection of the proposal. |
| 1. Clarification of RFP | * 1. A prospective consultant requiring any clarification of this RFP shall contact the Implementing Entity in writing, or by email or fax at the Implementing Entity’s address indicated in the **PDS**. The Implementing Entity will respond to any request for clarification, provided that such a request is received no later than the date indicated in the **PDS** which is prior to the deadline for submission of proposals. The Implementing Entity shall send written copies of the responses, including a description of the inquiry but without identifying its source, to all consultants who have obtained the RFP directly from the Implementing Entity, as the case may be, by the date specified **in the PDS**. Should the clarification result in changes to the essential elements of this RFP, the Implementing Entity shall amend this RFP following the procedure under ITC clause 12.   2. The consultant’s designated representative is invited to attend a pre-proposal conference, if provided for in ITC 1.4. The purpose of the conference will be to clarify issues and to answer questions on any matter that may be raised at that stage.   3. Minutes of the pre-proposal conference, including the text of the questions and answers pertaining to the conference, without identifying the source, shall be transmitted in writing to all consultants who have obtained the RFP directly from the Implementing Entity, as the case may be. Any modification to this RFP that may become necessary as a result of the pre-proposal conference shall be made by the Implementing Entity exclusively through the issue of an addendum following the procedure under ITC clause 12, and not through the minutes of the pre-proposal conference. |
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| 1. Amendment of the RFP | * 1. At any time prior to the deadline for submission of proposals, the Implementing Entity may amend this RFP by issuing addenda.   2. All addenda issued shall be part of this RFP, posted on the Implementing Entity’s website, and shall be communicated in writing to all consultants who have obtained the RFP directly from the Implementing Entity, as the case may be.   3. To give prospective consultants reasonable time in which to take an addendum into account in preparing their proposals, the Implementing Entity may extend the deadline for the submission of proposals at its sole discretion. |
| 1. Preparation of Proposals | |
| 1. Cost of Proposal | * 1. The consultant shall bear all costs associated with the preparation and submission of its proposal, and the Implementing Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process. |
| 1. Language of Proposal | * 1. If proposals are to be submitted in both English and/or any other language, it shall be so stated **in the PDS** and the English version shall govern. |
| 1. Preparation of Proposal | * 1. In preparing their proposal, consultants are expected to examine in detail the documents comprising the RFP. Failure to provide the information requested may result in rejection of a proposal.   2. While preparing the technical proposal, consultants must give particular attention to the following:  1. a consultant may enhance its expertise for the assignment by associating with another consultant. In the case where a consultant is, or proposes to be, a joint venture or other association then it shall be bound by the requirements of ITC 8.3 2. The estimated budget or the estimated number of person-months for key professional personnel envisaged to execute the assignment are indicated **in the PDS**. However, the evaluation of the proposal shall be based on the price relevant to the number of person-months indicated by the consultant in its proposal. 3. Alternative key professional personnel shall not be proposed, and only one curriculum vitae (“CV”) may be submitted for each position indicated in the TOR. |
|  |
| Technical and Financial Proposal Format and Content | * 1. Consultants are required to submit a technical proposal, which shall provide the information indicated in the following paragraphs (a) through (g) using the standard forms provided in Section VA. A page is considered to be printed on one side of an A4 paper. |
| 1. Information on the consultant’s financial capacity is required (form TECH-2A of Section V A) unless otherwise stated in the **PDS**. Information on current or past proceedings, litigation, arbitration, action claims, investigations or disputes is required (form TECH-2B of Section V A). A brief description of the consultants’ organization and an outline of recent experience of the consultant and of each associate, if any, on assignments of a similar nature is required (Form TECH-3 and TECH-4 of Section VA). For each assignment, the outline should indicate the names of associates or key professional personnel who participated, duration of the assignment, contract amount, and consultant’s involvement. Information shall be provided only for those assignments for which the consultant was legally contracted as a corporation or as one of the major firms within a joint venture. Assignments completed by individual professional staff working privately or through other consultants cannot be claimed as the experience of the consultant, or that of an associate, but can be claimed by the professional staff themselves in their CVs. Consultants must be prepared to substantiate the claimed experience, if so requested by the Implementing Entity. The contact information for references of the consultant are required (form TECH-4 of Section VA). 2. Comments and suggestions on the terms of reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including administrative support, office space, local transportation, equipment, data, etc. to be provided by the Implementing Entity (form TECH-6 of Section VA). 3. A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the technical proposal is provided (form TECH-5 of Section V A). The work plan should be consistent with the work and deliverables schedule (form TECH-9 of Section VA) which will show in the form of a bar chart the timing proposed for each activity. 4. The list of the proposed key professional personnel by area of expertise, the position that would be assigned to each person, and their tasks (form TECH-8 of Section VA). 5. Estimates of the staff input (person-months of foreign and local professionals) needed to carry out the assignment (form TECH-8 of Section VA). The person-months input must be indicated separately for home office and field activities, and for foreign and local professional staff respectively. 6. CVs of the key professional personnel signed by the staff themselves and/or by the authorized representative (form TECH-10 of Section VA). 7. A detailed description of the proposed methodology and staffing for training, if training is identified in the **PDS** as a specific component of the assignment (form TECH-5 of Section V A).    1. The technical proposal shall not include any financial information other than the required information in form TECH-2A (financial capacity of the consultant). A technical proposal containing cost information related to assignment implementation will constitute grounds for declaring the proposal non-responsive.    2. The Financial Proposal shall be prepared using the standard forms provided in Section V B of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for key experts and non-key experts, (b) reimbursable expenses associated with assignment implementation. |
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| 1. Taxes | * 1. GCC 19 sets forth the tax provisions of the contract. Consultants must review this clause carefully in preparing their proposals. |
| 1. Only one Proposal | * 1. Consultants shall submit only one proposal as a sole consultancy firm or as a joint venture member. If a consultant participates in more than one proposal, all such proposals shall be disqualified. However, this does not preclude the participation of the same sub-consultants, including individual experts, in more than one proposal. |
| 1. Currencies of Proposal | * 1. Consultants must submit their financial proposals in the currency or currencies specified in the **PDS**. Consultants will be paid in the currency specified in the **PDS**. |
| 1. Period of Proposal Validity | * 1. Proposals shall remain valid for the period specified in the **PDS** after the proposal submission deadline date prescribed by the Implementing Entity. A proposal valid for a shorter period shall be rejected by the Implementing Entity as non-responsive.   2. During the period of proposal validity, consultants shall maintain the availability of key professional personnel identified in the proposal. The Implementing Entity will make its best effort to complete negotiations within this period. Should the need arise, however, the Implementing Entity may request consultants to extend the validity period of their proposals. This request shall be made within the original validity period of the proposal. Consultants who agree to such extension shall confirm that they maintain the availability of the key professional personnel nominated in the proposal, or in their confirmation of extension of validity of the proposal, consultants could submit new key professional personnel in replacement. In such case, a replacement key expert shall have equal or better qualifications and experience than those of the originally proposed key expert. The technical evaluation score, however, will be based on the evaluation of the CV of the original key expert. Consultants who do not agree have the right to refuse to extend the validity of their proposals. |
| 1. Submission and Opening of Proposals | |
| 1. Sealing and Marking of Proposals | * 1. The following applies to the “original” of the technical proposal, and of the financial proposal. The “original” shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultants themselves. The person signing the proposal must initial such corrections, as well as initial each page of the relevant “original”. The submission letters for the technical proposal and for the financial proposal should respectively be in the format shown in (form TECH-1) and (form FIN-1).   2. If required in the **PDS**, the authorized representative of the consultant signing the “original” of the technical and the financial proposals shall provide within the technical proposal an authorization in the form of a written power of attorney demonstrating that the person signing has been duly authorized to sign the “original” on behalf of the consultant, and its associates. The signed technical proposals and the signed financial proposals shall be clearly marked “original”.   3. Copies of the technical proposal and the financial proposal shall be made, in the number stated in the **PDS**, and each shall be clearly marked “copy”. If discrepancies are found between the original and any of the copies of the relevant documents, then the “original” shall govern. If consultants have the option of submitting proposals electronically, this shall be stated in the **PDS**.   4. The “original” and each “copy” of the technical proposal shall be placed in a sealed envelope/parcel clearly marked “technical proposal”. Similarly, the “original” and each “copy” of the financial proposal shall be placed in a separate sealed envelope/parcel clearly marked “financial proposal”.   5. Each envelope/parcel shall bear the name and address of the Implementing Entity as stated in the **PDS**, the name and address of the consultant (in case they may have to be returned unopened), and the name and reference number of the assignment as stated in **PDS** ITC 2.3.   6. In addition, the envelope/parcel containing the original and copies of the financial proposal shall be marked with a warning “do not open with the technical proposal”. If the financial proposal is not submitted in a separate sealed envelope/parcel duly marked as indicated above, this will constitute grounds for rejecting the proposal.   7. The two envelopes/parcels containing the Technical Proposal and the Financial Proposal shall then be placed into one outer envelope or carton (as appropriate) and securely sealed to prevent premature opening. This outer envelope/carton shall bear the submission address, name and address of the Consultant, name of the assignment and its reference number, and be clearly marked with the statement indicated in the **PDS** and bear the name and address of the Implementing Entity as stated in **PDS** ITC 20.5. The Implementing Entity shall not be responsible for misplacement, losing or premature opening if the outer envelope/carton is not sealed and/or marked as stipulated. This circumstance may be cause for proposal rejection. |
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| 1. Deadline for Submission of Proposals | * 1. Proposals must be received by the Implementing Entity before the submission deadline specified **in the PDS**.   2. A consultant may withdraw, substitute, or modify its proposal prior to the deadline for the submission of proposals by sending a written notice duly signed by the consultant’s authorized representative to the Implementing Entity’s address indicated in PDS 20.5. The enclosures of the corresponding substitution or modification of the proposal must accompany the respective written notice. All notices must be:  1. clearly marked “withdrawal,” “substitution,” or “modification”; 2. received by the Implementing Entity prior to the deadline stipulated for submission of proposals; 3. sent directly as electronic submissions to the file request link or if submitting in hard copy to the address indicated in PDS 20.5; and be 4. in pdf or word format and in the same number of original and copies as the original proposal.    1. Proposals requested to be withdrawn shall remain unopened. No proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified in this RFP.    2. The Implementing Entity may, at its discretion, extend the deadline for the submission of proposals by amending this RFP in accordance with ITC 12, in which case all rights and obligations of the Implementing Entity and the consultants previously subject to the original deadline shall thereafter be subject to the new deadline as extended. |
| 1. Late Proposals | * 1. Any proposals received by the Implementing Entity after the deadline for submission of proposals shall be declared late, rejected, and returned unopened to the consultant. |
| 1. Proposal Opening | * 1. The Implementing Entity shall open the outer envelopes/cartons in a public meeting at the address, date and time specified in the **PDS** as soon as possible after the deadline for submission and sort the proposals into technical proposals or financial proposals as appropriate. The Implementing Entity shall ensure that the financial proposals remain sealed and securely stored until such time as the public opening of financial proposals takes place. |
| 1. Evaluation of Proposals | |
| 1. Confidentiality | * 1. Information relating to the evaluation of proposals and recommendations of contract award shall not be disclosed to consultants or any other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any consultant of confidential information related to the process may result in the rejection of its proposal or may invalidate the entire procurement process.   2. Any attempt or effort by a consultant to influence the Implementing Entity in the examination, evaluation, and ranking of proposals or contract award decisions may result in the rejection of its proposal and may subject the consultant to sanctions and remedies including exclusion by the Bank as per ITB clause 4 in addition to sanctions imposed by the Promoter and/or the Implementing Entity. |
| 1. Clarification of Proposals | * 1. To assist in the examination and evaluation of proposals, the Implementing Entity may, at its discretion, ask any consultant for clarification of its proposal. Any clarification submitted by a consultant that is not in response to a request by the Implementing Entity shall not be considered. The Implementing Entity’s request for clarification and the consultant’s response shall be in writing. No change in the prices or substance of the proposal shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Implementing Entity in the evaluation of the proposals.   2. If a consultant does not provide clarifications of its proposal by the date and time set in the Implementing Entity’s request for clarification, its proposal may be rejected. |
| 1. Evaluation of Technical Proposals | * 1. The Implementing Entity’s technical evaluation committee (TEC) shall evaluate the technical proposals on the basis of their responsiveness to the terms of reference, applying the evaluation criteria, sub-criteria, and point system specified inSection IV. Each responsive proposal will be given a technical score (St). A proposal may be rejected at this stage if it does not respond to the RFP or if it fails to achieve the minimum technical score indicated in the **PDS.**   2. In exceptional circumstances, if none of the scores awarded by the TEC reach or exceed the minimum technical score (St), the Implementing Entity, subject to the Bank no-objection, reserves the right to reject all proposals and to invite a new competition. The new competition shall be based on a new shortlist of consultants to be established through a “request for expression of interest” and may include adjustments to the TOR of the assignment and/or relevant contract parameters, as appropriate. The new TOR, shortlist and RFP shall be subject to the Bank no-objection.   3. In case no shortlisting has taken place, the consultant’s financial capability to mobilize and sustain the services is critical and additional evidence must be provided by the consultant, if so requested by the Implementing Entity. In its proposal, the consultant is required to provide information on its financial and economic status unless otherwise stated in PDS ITC 15.3(a). The information required must be provided using the form TECH-2A.   4. A consultant that fails to demonstrate through its financial records that it has the economic and financial ability to perform the required services as described in the respective terms of reference shall be disqualified. In the circumstance of a disqualification the technical proposal will not be evaluated further and the financial proposal shall be returned unopened.   5. The Implementing Entity, at its discretion, may ask for clarifications or additional information regarding the information provided in form TECH-2A.   6. The outcome of the financial capacity evaluation is a clear “yes” or “no”. Any consultant that receives a “no” shall not be evaluated further and its financial proposal shall be returned unopened. The proposals that receive a “yes” at this stage will be evaluated further according to the technical scoring methodology described in Section IV. |
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| 1. Evaluation of Financial Proposals |  |
| Financial Proposals for QCBS | * 1. Following completion of the evaluation of technical proposals, and after receiving a “no objection” from EIB (if applicable), the Implementing Entity shall inform the consultants who have submitted proposals of the technical points (total score only) assigned to each consultant. The Implementing Entity shall simultaneously notify the consultants that have secured at least the minimum qualifying mark and with financial records proving that they have the economic and financial ability to perform the required services as described in the respective terms of reference of the date, time, and place set for opening the financial proposals and notify them that their attendance at the opening of the financial proposals is not mandatory. The financial proposal opening shall take place at the location indicated in the **PDS**. The notification shall also advise those consultants whose technical proposals did not meet the minimum qualifying mark, or which were considered non-responsive, that their financial proposals will be returned unopened after the Implementing Entity has completed the selection process. |
|  | * 1. The Implementing Entity shall open the financial proposals in a public meeting at the address, date and time specified in the notification described in ITC sub-clause 27.2. All financial proposals will first be inspected to confirm that they have remained sealed and unopened. Only the financial proposals of those consultants who met the minimum qualifying mark following the technical evaluation stage and with financial records proving that they have the economic and financial ability to perform the required services as described in the respective terms of reference will be opened. The Technical Score (St) and only the total proposal price, as stated in the financial proposal submission form (form FIN-1) shall be read out aloud and recorded. A copy of the record shall be posted on the Implementing Entity’s website. |
|  | * 1. The financial evaluation of proposal prices shall take into account the taxes that will be imposed on the consultant in the Implementing Entity’s country unless otherwise indicated **in the PDS**. In time-based contracts, the Implementing Entity shall correct any computational errors, and in cases of a discrepancy between a partial amount and the total amount, or between words and figures the former will prevail. In addition to the above corrections, activities and items described in the technical proposal but not priced, shall be priced and added to the `of the respective consultant. Also in the case of time-based contract, where an activity or line item is quantified differently in the financial proposal from the technical proposal, the financial proposal shall be adjusted accordingly to reflect the prices and quantities specified in the technical proposal. If a lump-sum contract form is included in the RFP, the consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made and the consultant will be bound to deliver the services as described in its technical proposal. If consultants are not required to submit financial proposals in a single currency, prices shall be converted to a single currency for evaluation purposes indicated in the **PDS** using the selling rates of exchange, source and date indicated in the **PDS**. |
|  | * 1. For Quality and Cost Based Selection (QCBS), the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other financial proposals will be computed as indicated in Section IV: Qualification and Evaluation Criteria. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the technical proposal; F = the weight given to the financial proposal; T + F = 100%) indicated in the PDS. S = St x T% + Sf x F%. The consultant achieving the highest combined technical and financial score will be invited for negotiations in accordance with ITC clauses 29 and 30, after receiving a “no objection” from the Bank (if applicable) on the combined technical and financial evaluation report. |
|  | * 1. Prior to submission for the Bank’s no-objection, the Implementing Entity shall conduct a verification of the market-reasonableness of the prices offered. A negative determination (either unreasonably high or unreasonably low) could be a reason for rejection of the proposal at the discretion of the Implementing Entity. The consultant shall not be permitted to revise its submission after a determination that its offered price is unreasonable. In addition, the Implementing Entity may also verify any information provided on the TECH forms submitted in the proposal. A negative determination in the post-qualification could lead to the rejection of the proposal and the Implementing Entity may, at its discretion, move to invite the next-ranked consultant for negotiation. |
| 1. Past Performance and Reference Check | * 1. The Implementing Entity reserves the right to check the performance references provided by the consultant or to use any other source at the Implementing Entity’s discretion. A negative determination by the Implementing Entity on the consultant’s record of performance in prior contracts, especially when the invitation was based on prior list, may be a reason for disqualification of the consultant, or lowering the related evaluation score of the consultant relevant to past experience, at the discretion of the Implementing Entity. |
| 1. Award of Contract | |
| 1. Notice of Intent to Award | * 1. After the completion of the evaluation report and having obtained all the necessary internal approvals and the Bank’s no-objection as per the Bank Procurement Guide, the Implementing Entity shall send the notice of intent to award to the successful consultant. The notice of intent to award shall include a statement that the Implementing Entity shall issue a formal notification of award and draft contract agreement after expiration of the standstill period. Delivery of the notice of intent to award shall not constitute the formation of a contract between the Implementing Entity and the successful consultant and no legal or equitable rights will be created through the delivery of the notice of intent to award.   2. The Implementing Entity should inform all tenderers of the contract award decision, including a summary of the relevant reasons for that decision. To ensure that review procedures for effective remedies are available to any concerned tenderer, the contract should not be signed until the expiry of 10 days - the standstill period - from the date on which the contract award decision was sent to the tenderers   3. Complainants who wish to challenge the Implementing Entity’s actions or decisions should address their concerns first to the Implementing Entity and subsequently, if required, to the General Authority of Government Services remedy mechanism as indicated in the **PDS**. Tenderers are encouraged to make use of these recourses to raise their concerns in a timely manner and may copy the Bank in such complaints. |
| Complaints and Protests |
| 1. Invitation to Negotiations and proceedings | * 1. Upon the expiry of the period for submission of protests and appeals and when all protests and appeals have been resolved, as applicable, the Implementing Entity shall send an invitation to negotiations to the successful consultant. Negotiations will be held on the date and at the address indicated **in the PDS**. The invited consultant (who is invited via the notification of award) will, as a pre-requisite for attendance at the negotiations, confirm the availability of all the key professional personnel listed in the technical proposal. Failure to confirm such personnel may result in the Implementing Entity proceeding to negotiate with the next-ranked consultant. Representatives conducting negotiations on behalf of the consultant must have written authority to negotiate and conclude the contract on behalf of the consultant. |
| Technical Negotiations | * 1. Negotiations will commence with a discussion of the technical proposal, including (a) proposed technical approach and methodology, (b) workplan, (c) organization and staffing, and (d) any suggestions made by the consultant to improve the terms of reference.   2. The Implementing Entity and the consultant will then finalize the terms of reference, assignment’s implementation methodology including staffing schedule, work schedule, logistics, reporting and other necessary adjustments to the consultant’s technical proposal. These documents will then be incorporated in the contract under “Description of Services.” Special attention will be paid to clearly defining the inputs and facilities required from the Implementing Entity to ensure satisfactory implementation of the assignment. The Implementing Entity shall prepare minutes of negotiations which will be signed by the Implementing Entity and the consultant, and become an annex to the contract.   3. It is the responsibility of the consultant, before starting financial negotiations, to determine the relevant local tax amount to be paid by the consultant under the contract. In no event shall the Implementing Entity be responsible for the payment or reimbursement of any taxes. The financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.   4. Having selected the consultant on the basis of, among other things, an evaluation of proposed key professional personnel, the Implementing Entity expects to negotiate a contract on the basis of those personnel named in the technical proposal.   5. During contract negotiations, the Implementing Entity will not consider substitution of any key professional personnel unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity of one of the personnel. If this is not the case and if it is established that any key professional personnel were offered in the proposal without confirming their availability, the consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.   6. Negotiations will conclude with a review of the draft contract and annexes, following which the Implementing Entity and the consultant will initial the agreed contract. If negotiations fail, the Implementing Entity will invite the consultant whose proposal received the second highest score to negotiate a contract. |
| Financial Negotiations |
| Availability of Professional Staff/Experts |
| Conclusion of the Negotiations |
| 1. Notice of Contract Award | * 1. Following securing the Bank no-objection to the negotiated contract, the Implementing Entity shall issue the notice of award to the successful consultant and sign the contract. The Implementing Entity shall publish on it’s website and the EUOJ online, the results identifying the procurement, the name of the winning consultant and the price, duration, and summary scope of the contract. |
| 1. Return of Unopened Financial Proposals | * 1. After contract signature, the Implementing Entity shall return the unopened financial proposals to the unsuccessful consultants at the cost and request of the consultant. |
| 1. Commencement Dates | * 1. The consultant is expected to commence the assignment on the date and at the location specified in the **PDS.** |

Section III. Proposal Data Sheet (PDS)

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| General | |
| ITC 1.1 | d) “Implementing Entity” *Gharbia Water and Wastewater Company (Gharbia WSC)*, is the entity designated by the government to sign and manage the resulting contract.  e) “Promoter” *Holding Company for Water and Wastewater (HCWW)*  f) Ministry: *Ministry of Housing, Utilities and Urban Communities (MHUUC)*  g) “Governorate” *Gharbia Governorate*  k) “Borrower” *The Arab Republic of Egypt Government.*  l) “Project” means *Kitchener Drain Project – Wastewater Component*. |
| ITC 2.1 | The method of selection is the *QCBS* “Quality and Cost Based Selection method”. |
| ITC 2.3 | The name of the assignment is: *Consulting Services and Construction Supervision for the Rehabilitation of Tanta WWTP and Meet Bader Halawa WWTP.* |
| ITC 2.4 | A pre-proposal conference will be held at *[10:00 am]* (local time) on *[22 May 2023] in the premises of Gharbia WSC in the following address:*  *Gharbia Company for Water and Wastewater*  Estad street – Tanta- Gharbia- Egypt  Att.: Head of financial & administration sector  Interested international tenderers who cannot attend, may join the conference through the following Zoom link:  <https://us02web.zoom.us/j/86232441014?pwd=aG9BNWMzSlVuT0tNZTR6cTFlbWRhZz09>  **Meeting ID:** 862 3244 1014  Passcode: 123456  Attendance is strongly advised for all prospective consultants or their representatives but is not mandatory. |
| ITC 2.5 | The Implementing Entity will provide the following inputs and facilities:  *none* |
| Contents of the RFP | |
| ITC 3.1 | *The Arab Republic of Egypt* has received a financing from the European Investment Bank (“the Bank”) and a grant from the European Union through the Neighbourhood Investment Platform “NIP” towards the cost of Kitchener Drain project - Wastewater component and intends to apply a portion of the proceeds of this loan to eligible payments under this contract.  The use of the financing shall be subject to EIB no-objection, pursuant to the terms and conditions of the financing agreement, as well as EIB Guide to Procurement for projects financed by the EIB. |
| ITC 4.3 | Pursuant to its Sanctions Policy, the Bank shall not provide finance, directly or indirectly, to or for the benefit of an individual or entity that is subject to financial sanctions imposed by the EU, either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council on the basis of article 41 of the UN Charter. |
| ITC 11.1 | Clarifications may be requested by e-mail not later than *21 days before the deadline of receiving proposals*, so that responses can be issued to all consultants on the following website (<http://ghwsc.com.eg/kitchener.html>) not later than *11 days before the deadline of receiving proposals*.  The address for requesting clarifications is:  Att.: Head of financial & administration sector  Address: Estad street – Tanta- Gharbia- Egypt  Email: kitchener.tender@ghwsc.com.eg  Fax: +20403410078 |
| Preparation of Proposals | |
| ITC 14.1 | The proposal shall be written in English.  A translation into Arabic language should be provided for both technical and financial proposals.  In case of discrepancies between the English text and the Arabic translation, the English text will prevail. |
| ITC 15.2(b) | NA |
| ITC 15.2(c) | The estimated total number of person-months for key professional personnel required for the assignment is: 360 person-months for supervision activities only.  The Consultant shall include the cost of the design activities in his lump sum price for design. |
| ITC 15.3(a) | Information on the consultant’s financial capacity *is* required (form TECH-2A of Section VA). |
| ITC 15.3(g) | Training *is* a specific component of this assignment. |
| ITC 18.1 | The currency(ies) of the proposal shall be: Euro currency  In the case of awarding, the *payment currency* is as follows:  The tenderers are free to select the currency to get paid with, based on the origination of the implemented contract’s component, i.e. the components from outside the country (e.g. International consultants,  Foreign experts, supplies from abroad, flights, …etc.) will be priced in euros and paid in euros, Whereas  the local components (e.g. local experts, local supplies, local services ..etc.) will be priced in Euros and paid in EGP equivalent . Tenderers must clearly demonstrate and justify the components and costs that will be paid in Euros and in EGPs in their offers.  The source of official selling exchange rates is: The Central Bank of Egypt.  The date of the exchange rate for evaluation purposes will be seven days before the deadline for receiving proposals.  The date of the exchange rate for payment purposes is the date of the invoice. |
| ITC 19.1 | Proposals must remain valid for *120* days after the deadline for the submission of proposals specified in PDS ITC 21.1. |
| Submission and Opening of Proposals | |
| ITC 20.2 | Written power of attorney *is* required.  *In case of joint venture, a copy of the agreement signed between the members should be submitted* |
| ITC 20.3 | The consultant must submit one (1) original and (*3)* copies of both the technical proposal and the financial proposal in two separate envelopes, in the language(s) specified in PDS ITC 14.1. In addition, an electronic PDF copy saved on a flash drive (memory USB stick) will be enclosed with the technical and financial proposal (the financial copy will be in the financial envelope only). In case of inconsistencies, the hard copies will govern. Consultants *do not have* the option of submitting their proposals electronically. |
| ITC 20.5 | The address for the submission of proposals is:  Att.: Gharbia WSC Chairman  Address: Estad street – Tanta- Gharbia- Egypt  Email: kitchener.tender@ghwsc.com.eg  Tel: +20403410156  Fax: +20403410078 |
| ITC 20.7 | Ensure the outer label (or carton) of the proposal includes this statement:  “Do not open before *[20 June 2023 at 12:00 noon, local time]*.  (لا يتم فتحه قبل الموعد المحدد لجلسة فض المظاريف)  In addition, it must be addressed to the Implementing Entity’s name and address as per ITC PDS 20.5 |
| ITC 21.1 | Proposals must be submitted no later than *12:00 noon* (local time in country), *Egypt* on *[20 June 2023 ]*. |
| ITC 23.1 | The proposal opening shall take place at:  Att.: Head of financial & administration sector  Address: Estad street – Tanta- Gharbia- Egypt  at *[20 June 2023 at 12:00 noon, local time]*. |
| Evaluation of Proposals | |
| ITC 26.1 | All tenderers will be evaluated against Administrative Compliance “Preliminary Examination” including the Compliance with the proposal submission forms “which includes the submission of all required documents in the correct form and stating the correct bid validity period” in addition to the mandatory criteria stated in Section IV.  only the tenders that meet the administrative compliance and the mandatory criteria requirements will be considered as substantially responsive and will be subject to technical evaluation.  The minimum technical score (St) required to pass the technical evaluation is 80 out of 100 possible points.  For detailed scoring criteria, see Section IV. |
| ITC 27.1 | The date, hour and place for opening the Financial Envelopes of the proposals that passed the minimum technical score requirement shall be communicated in due time by the Implementing Entity. |
| ITC 27.3 | The programme is tax exempted, the consultant in the Implementing Entity’s country shall be presented separately in its financial proposal and the Implementing Entity shall evaluate the consultant’s proposal price *“non-inclusive” of taxes and Customs*.  The Implementing Entity shall provide the Consultant with the required documents which prove such exemption, and the Consultant shall use these documents solely within the contract’s framework.  The single currency used for evaluation purposes is: *Euro*  The source of official selling exchange rates for evaluation purposes is: *The Central Bank of Egypt*  The date of the exchange rate for evaluation purposes is the date *7* days prior to the deadline for submission of the proposal |
| ITC 27.4 | The weight given to the technical proposal, T = *85*  The weight given to the financial proposal, F = *15* |
| Award of Contract | |
| ITC 29.3 | The applicable remedy mechanism is set out in Clauses 6 and 69 of the Executive Regulation of the Egyptian Procurement Law 182/2018 and in Clause 7 of the Holding Company for Water and Wastewater By-law dated July 2017.  A tenderer having a complaint about the procurement process including the award decision shall address the relevant dispute or complaint in writing to the Implementing Entity within the 10 days standstill period, after receiving the communication of tender results. The written communication shall provide details of the basis upon which the dispute or complaint is being lodged, including:   * A clear statement regarding what the tenderer considers defective in the procurement process and/or tender result. * Copies of, or references to, information to support the complaint; and * A statement regarding what the tenderer wishes to achieve as an outcome from the complaint process.   The Implementing Entity as a contracting authority of the procurement process shall investigate the complaint, involving the TEC in the procedure, and reply to the complainant within 5 working days from receipt of the complaint.  Tenderer may submit its complaint in writing pursuant to these procedures, by the quickest means available, such as by email or fax, to:  Att.: Head of financial & administration sector  Address: Estad street – Tanta- Gharbia- Egypt  Email: kitchener.tender@ghwsc.com.eg  Fax: +20403410078  If the tenderer is not satisfied with the answer received, it may address itself to the General Authority of Government Services via (<http://www.gags.gov.eg/Complaint/CreateCom>) |
| ITC 30.1 | The expected date for contract negotiations is expected to be within *21* days after the opening of the financial proposals and will be held at *the Contracting Authority premises in Gharbia*.  Time: 12:00 noon on 14/06/2023  Address:  Address: Estad street – Tanta- Gharbia- Egypt  Email: kitchener.tender@ghwsc.com.eg  Fax: +20403410078 |
| ITC 33.1 | The expected date for commencement of the services is *Sep 2023* and the location is *Gharbia governorate*. |

Section IV. Qualification and Evaluation Criteria

1.1 **Legal Status**

Each entity forming the consultant shall attach to form TECH-1 a copy of its letter of incorporation (registration), or other such document, indicating its legal status. In the event the consultant is an association of entities, the consultant shall include any other document showing that it intends to associate, or it has associated with, the other entity or entities that are jointly submitting a proposal. Each associate or member must provide the documents required in form TECH-1 as annex.

1.2 **Financial Criteria**

If required by PDS ITC 15.3(a), the consultant shall provide evidence showing that it has the sufficient financial capacity needed for this contract, as required in form TECH-2A. Each associate or member must provide the information required in TECH-2A.

1.3 **Litigation Criteria**

The consultant shall provide accurate information on any current or past litigation or arbitration resulting from contracts completed, terminated, or under execution by the consultant over the last five (5) years, as indicated in form TECH-2B. A consistent history of court/arbitration decisions against the consultant or existence of ongoing high value disputes may lead to the rejection of the proposal. Each associate or member must provide the information required in TECH-2B.

1.4 **Evaluation Criteria**

A proposal will be rejected if it does not earn a total minimum score identified in PDS 26.1. A proposal may be rejected, at the discretion of the Implementing Entity, if the firm does not satisfy the mandatory criteria as per table below.

The consultant will be rejected if its proposal does not clearly demonstrate that it meets the following minimum mandatory criteria, evidence is required for each mandatory criterion:

|  |  |
| --- | --- |
| **Ref** | **Item** |
| Mandatory Criteria | 1. Experience in previous WWTP design (with a capacity not less than 20,000 m3/day) and WWTP rehabilitation works or Similar Complexity Projects (Two completed contracts at least during the last ten years. The consultant shall submit completion certificates or final handover certificate for these completed works).   **To be provided in Form TECH 4**   1. Experience in the supervision of similar construction and rehabilitation works (Three contracts performed successfully within the last ten years, The consultant shall submit completion certificates or final handover certificate for these completed works).). **To be provided in Form TECH 4**   In case of joint venture, at least one member “partner” must meet the abovementioned mandatory criteria |

**Only consultants “tenderers” who achieve the administrative compliance and the** **mandatory criteria will be eligible for technical evaluation.**

***Important note****: The Kitchener Drain Programme is implemented within three governorates (Gharbia, Dakahlia and Kafr El Sheikh). Each WSC intends to hire one Detailed Design Consultant firm “CONSULTANT”, who will be responsible for the design and supervision of their projects. In case a consultant is awarded in one of the three CONSULTANT contracts, the contracting authority of the other two WSC has the right to not sign a contract with the same consultant even if being the highest score tender.*

The Implementing Entity shall use the following criteria and sub-criteria in scoring the technical proposal of each consultant

|  |  |  |
| --- | --- | --- |
| **Criteria, sub-criteria, and point system for the evaluation of Technical Proposals** | | |
| **ITC 24.1** | **Criteria, sub-criteria** | **Points** |
| **1** | **Organizational Capability TECH-3** |  |
| **1.1** | Evidence of organizational capability and relevant experience in the execution of projects of a similar nature, including the nature and value of relevant contracts, as well as works in hand and contractually committed provided in Form TECH-3. | 10 |
|  | **Total Points for This Criterion** | **10** |
| **2** | **Specific Experience of the Consultant TECH-4** |  |
| **2.1** | Experience of previous WWTP design and rehabilitation work of a similar nature and complexity. | 10 |
| **2.2** | Evidence of previous experience in developing ESIA/ESMPs in accordance with IFC Performance Standards or other similar international environmental and social safeguard requirements is required. Experience developing DEIA is preferred. A team of experts in specific areas of the ESIA/DEIA in addition to the key personnel specified in the qualification requirements. | 2 |
| **2.3** | Experience in the supervision of similar construction works within the last ten years and submit the relevant completion certificate or final handover certificates. | 8 |
|  | **Total Points for This Criterion** | **20** |
| **3** | **Approach, Methodology and Work Plan: TECH-5** |  |
| **3.1** | Proposed approach and methodology, including the approach for carrying out the scope of work under all the tasks as specified in Section V of this RFP. | 8 |
| **3.2** | Proposed work plan consistent with Approach and Methodology, Work and Deliverables schedule | 2 |
| **3.3** | Proposed organization, and staffing plan, including 1) the extent to which the Proposal provides a clear, logical, and appropriate staffing pattern with roles and responsibilities among different staff positions adequately defined, including non-key positions, 2) how engagement with key stakeholders will be incorporated into the work plan, and 3) how the organization and staffing plans are consistent with the work plan. | 5 |
|  | **Total Points for This Criterion** | **15** |
| **4** | **Key Professional Personnel Qualifications for the Assignment TECH-7** |  |
| **4.1** | **Team Leader** | **8** |
|  | (i) Bachelor’s degree in either Civil Engineering or Construction Management | 1 |
|  | (ii) Qualified /Registered Professional Engineer at Egyptian Engineers Syndicate or approved equivalent in their country of origin; | 1 |
|  | (iii) A minimum of twenty-five years of relevant experience in the water and wastewater sector including experience managing the detailed design of at least three WWTP in the last ten years.; all demonstrated in Form TECH-10. | 3 |
|  | (iv) A minimum of ten years of relevant experience in the water and wastewater sector including experience in construction supervision of wastewater treatment plants especially those financed by donors in the last ten years; all demonstrated in Form TECH-10. | 2 |
|  | (v) Fluency in English | 1 |
| **4.2** | **Deputy Team Leader (Technical office manager)** | **6** |
|  | (i) Bachelor’s degree in either Civil Engineering or Construction Management | 1 |
|  | (ii) Qualified /Registered Professional Engineer at Egyptian Engineers Syndicate or approved equivalent in their country of origin; | 1 |
|  | (iii) A minimum of twenty years of relevant experience in the water and wastewater sector including experience managing the detailed design similar projects of the same nature and complexity, all demonstrated in Form TECH-10. | 2 |
|  | (iv) A minimum of ten years of relevant experience in the water and wastewater sector including experience in supervision of wastewater treatment plants especially those financed by donors in the last ten years; all demonstrated in Form TECH-10. | 1 |
|  | (v) Fluency in English | 1 |
| **4.3** | **Civil Engineer WWTP / Structural/Geotechnical Engineer (Design)** | **3** |
|  | (i) At least Master of Science (M.Sc.) degree in Civil Engineering | 1 |
|  | (ii) Qualified /Registered Professional Engineer at Egyptian Engineers Syndicate or approved equivalent in their country of origin | 1 |
|  | (iii) A minimum of fifteen years of relevant experience in the detailed design of wastewater treatment plants of capacity greater than 20,000 m3/d; all demonstrated in Form TECH-10. | 1 |
| **4.4** | **Civil Engineer WWTP / Process Engineer (Design)** | **3** |
|  | (i) At least Master of Science (M.Sc.) degree in Civil Engineering | 1 |
|  | (ii) Qualified /Registered Professional Engineer at Egyptian Engineers Syndicate or approved equivalent in their country of origin | 1 |
|  | (iii) A minimum of fifteen years of relevant experience in the detailed design of wastewater treatment plants of capacity greater than 20,000 m3/d; all demonstrated in Form TECH-10. | 1 |
| **4.5** | **Mechanical Engineer (Design)** | **3** |
|  | (i) At least Master of Science (M.Sc.) degree in Mechanical Engineering | 1 |
|  | (ii) Qualified /Registered Professional Engineer at Egyptian Engineers Syndicate or approved equivalent in their country of origin | 1 |
|  | (iii) A minimum of fifteen years of relevant experience in the design of at least three WWTP of capacity greater than 20,000m3/day; all demonstrated in Form TECH-10. | 1 |
| **4.6** | **Electrical Engineer (Design)** | **2** |
|  | (i) At least Master of Science (M.Sc.) degree in Electrical Engineering | 0.5 |
|  | (ii) Qualified /Registered Professional Engineer at Egyptian Engineers Syndicate or approved equivalent in their country of origin | 0.5 |
|  | (iii) A minimum of fifteen years of relevant experience in the design of at least three WWTP of capacity greater than 20,000m3/day; all demonstrated in Form TECH-10. | 1 |
| **4.7** | **Health and Safety Expert (Site)** | **2** |
|  | (i) Bachelor’s degree in Construction Management, Engineering or related discipline | 0.5 |
|  | (ii) OSHA Certificate (or equivalent) | 0.5 |
|  | (iii) A minimum of fifteen years working experience of which 5 years must be in the management of health and safety risk for major construction projects financed by donors / IFIs, all demonstrated in Form TECH-10. | 1 |
| **4.8** | **Environmental Impact Assessment Specialist (Design and site)** | **2** |
|  | (i) University degree in the Environmental field | 0.5 |
|  | (ii) Must have knowledge and experience conducting ESIA and baseline assessment in both international and local level in accordance with IFC Performance Standards or similar international environmental and social safeguard requirements (e.g., World Bank, ADB, EBRD) | 0.5 |
|  | (iii) At least 10 years of professional experience. | 0.5 |
|  | (iv) Must be registered in EEAA | 0.5 |
| **4.9** | **Procurement Specialist (Design)** | **3** |
|  | (i) University degree in construction management, engineering, law, economics, or related discipline; | 0.5 |
|  | (ii) 10 years' experience in the management of the entire procurement cycle for infrastructure projects (incl. preparation of TORs and tender documents, tender evaluation, contract documentation for construction works | 2 |
|  | (iii) Fluency in English and Arabic language | 0.5 |
| **4.10** | **Resident Engineer (Site)** | **7** |
|  | (i) Bachelor’s degree in either Civil Engineering or Construction Management | 1 |
|  | (ii) Qualified /Registered Professional Engineer at Egyptian Engineers Syndicate or approved equivalent in their country of origin; | 1 |
|  | (iii) A minimum of fifteen years of relevant experience in the water and wastewater sector including experience managing the detailed design of at least three WWTP in the last ten years; all demonstrated in Form TECH-10. | 3 |
|  | (iv) A minimum of ten years of relevant experience in the supervision and contract management of water and wastewater sector, infrastructure project using the FIDIC Conditions of contract, has a proper professional certificate in management, fluent in English is a must; all demonstrated in Form TECH-10. | 2 |
| **4.11** | **Assistant Resident Engineer No.1 (Site)** | **3** |
|  | (i) Bachelor’s degree in either Civil Engineering or Construction Management | 1 |
|  | (ii) A minimum of ten years of relevant experience in the water and wastewater sector including experience supervising the construction of at least two WWTP. | 2 |
| **4.12** | **Assistant Resident Engineer No.2 (Site)** | **3** |
|  | (i) Bachelor’s degree in either Civil Engineering or Construction Management | 1 |
|  | (ii) A minimum of ten years of relevant experience in the water and wastewater sector including experience supervising the construction of at least two WWTP. | 2 |
| **4.13** | **Electrical Engineer (Site)** | **2** |
|  | (i) Qualified /Registered Professional Engineer at Egyptian Engineers Syndicate or approved equivalent in their country of origin; | 1 |
|  | (ii) A minimum of ten years of relevant experience in the water and wastewater sector including experience supervising the construction of at least two WWTP. | 1 |
| **4.14** | **Mechanical Engineer (Site)** | **2** |
|  | (i) Qualified /Registered Professional Engineer at Egyptian Engineers Syndicate or approved equivalent in their country of origin; | 1 |
|  | (ii) A minimum of ten years of relevant experience in the water and wastewater sector including experience supervising the construction of at least two WWTP. | 1 |
| **4.15** | **Operations and Maintenance Specialist (Site)** | **2** |
|  | (i) Qualified /Registered Professional Engineer at Egyptian Engineers Syndicate or approved equivalent in their country of origin; | 1 |
|  | (ii) A minimum of ten years of relevant experience in the water and wastewater sector including experience supervising the operation and maintenance of at least two WWTP. | 1 |
| **4.16** | **Contracts Manager (Site)** | **2** |
|  | Qualified /Registered Professional Engineer at Egyptian Engineers Syndicate or approved equivalent in their country of origin | **1** |
|  | A minimum of ten years of relevant experience in the management of claims and contractual matters | **1** |
| **4.17** | **Planner (Site)** | **2** |
|  | Qualified /Registered Professional Engineer at Egyptian Engineers Syndicate or approved equivalent in their country of origin | **1** |
|  | A minimum of eight years of in the water and wastewater sector including experience in prepare, review, and follow up of projects time schedule using professional software (Primavera or equal) in the construction of at least two WWTP | **1** |
|  | **Total Points for This Criterion** | **55** |
|  | **Total Points for All Criteria** | **100** |

|  |  |  |
| --- | --- | --- |
|  | The minimum technical score (St) required to pass is | *80 points* |
|  | If none of the proposals reach or exceed the minimum technical score specified in PDS 26.1 the Implementing Entity reserves the right to invite the consultant receiving the highest technical score (St) to negotiate both its technical and financial proposals, subject to receiving EIB no-objection. If the negotiations fail to result in an acceptable contract within a reasonable time, the Implementing Entity reserves the right to terminate the negotiations, subject to EIB no-objection, and to invite—again, at its sole discretion—the consultant receiving the next highest technical score (St) to negotiate both its technical and financial proposals. |  |
|  | The formula for determining the financial scores is the following:  Sf = 100 x Fm / F, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.  The weights given to the technical and financial proposals are:  T = *[85]* and F = *[15]* as per ITC 27.5 |  |

**1.5 Qualification Table**

Documents needed to be submitted by the consultant in order to establish the Qualifications of the Consultant are indicated in the rightmost column.

| **Factor** | **1.5.1 Eligibility** | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Requirement** | **Consultant** | | | | | **Documentation Required** |
| **Single Entity** | **Joint Venture or Association** | | | **Sub-Consultant** |
| **All members combined** | **Each Member** | **At least one member** |
| **1.5.1.1 Qualification and Eligibility** | In accordance with ITC 8 | Must meet requirement | Existing or intended joint venture or other association must meet requirement | Must meet requirement | N/A | Must meet requirement | TECH-1 including attachments |
| **1.5.1.2 Conflict of Interest** | No conflicts of interests as described in ITC 8 unless the conflict of interest has been mitigated and the mitigation is demonstrated | Must meet requirement | Existing or intended joint venture or other association must meet requirement | Must meet requirement | N / A | Must meet requirement | TECH-1 including attachments |
| **1.5.1.3 Ineligibility** | Not having been declared ineligible based on any of the criteria set forth in ITC 8 | Must meet requirement | Existing or intended joint venture or other association must meet requirement | Must meet requirement | N/A | Must meet requirement | TECH-1 including attachments |
| Submission of Duly signed Covenant of Integrity | Must meet requirement | Existing or intended joint venture or other association must meet requirement | Must meet requirement | N/A | Must meet requirement | Dully signed Covenant of Integrity -TECH-1 attachments |
| Submission of Duly signed Environmental and Social Covenant | Must meet requirement | Existing or intended joint venture or other association must meet requirement | Must meet requirement | N/A | Must meet requirement | Dully signed Environmental and Social Covenant -TECH-1 attachments |

The consultant shall provide the information requested in the corresponding information sheets included in Section V Proposal Forms to establish that the consultant meets the requirements established below. Sub-consultants that are included in the consultant’s proposal shall not be replaced without the Implementing Entity’s prior permission.

| **Factor** | **1.5.2** **Historical Contract Non-Performance** | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Requirement** | **Consultant** | | | | | **Documentation Required** |
| **Single Entity** | **Joint Venture or Association** | | | **Sub-Consultant** |
| **All members combined** | **Each member** | **At least one member** |
| **1.5.2.1 Pending Litigation** | All pending proceedings, litigation, arbitrations, actions, claims, investigations or disputes, in total, shall not represent more than ten percent (10%) of the consultant’s net worth. | Must meet requirement by itself, including as member of past or existing joint venture or other association (not mandatory if in the past was as a member of a joint venture or other association with less than 20% role in the contract). | N/A | Must meet requirement by itself or as member of past or existing joint venture, or other association (not mandatory if in the past was as a member of a joint venture or other association with less than 20% role in the contract). | N/A | Must meet requirement by itself or as a sub-consultant to a prime, or member of past or existing joint venture, or other association (not mandatory if in the past was as a member of a joint venture or other association with less than 20% role in the contract). | Form TECH-2B |

| **Factor** | | **1.5.3 Financial Situation** | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Sub-Factor** | | **Requirement** | **Consultant** | | | | | **Documentation Required** |
| **Single Entity** | **Joint Venture** | | | **Sub-Consultant** |
| **All members combined** | **Each member** | **At least one**  **member** |
| **1.5.3.1 Historical Financial Performance** | | Submission of evidence to the consultant’s financial capacity to mobilize and sustain the services | Must meet requirement | N/A | N/A | Must meet requirement | N/A | Form TECH-2A, TECH-2B and form TECH-4 |
| **1.5.3.2 Financial Resources** | The consultant must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means. | | Must meet requirement | Must meet requirement | N/A | Must meet requirement | N/A | Form TECH-2A, TECH-2B and form TECH-4 |

| **Factor** | **1.5.4 Experience** | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Sub-Factor** | **Requirement** | **Consultant** | | | | | **Documentation Required** |
| **Single Entity** | **Joint Venture** | | | **Sub-Consultant** |
| **All members combined** | **Each member** | **At least one member** |
| **1.5.4.1 Organization Capability and Technical Experience** | See criteria table under 1 of RFP and 8 of TOR | Must meet minimum requirement | Must meet minimum requirement | N/A | Must meet each discrete requirement | N/A | Form TECH-3 / form TECH-6 |
| **1.5.4.2 General & Specific Experience** | See criteria table under 2 of RFP and 8 of TOR | Must meet minimum requirement | Must meet minimum requirement | N/A | Must meet each discrete requirement | Must meet at least one specialized requirement | Form TECH-4 |

Section V. A. Technical Proposal Forms

Disclosure in these technical forms of any proposed prices will constitute grounds for declaring the proposal non-responsive; see ITC sub-clause 15.4.

[Form TECH-1. Technical Proposal Submission Form 53](#_Toc48310674)

[Form Tech-2A . Financial Capacity of the Consultant 55](#_Toc48310675)

[Form TECH-2B. Current and Past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes of the Consultant 56](#_Toc48310676)

[Form TECH-3. Organization of the Consultant 57](#_Toc48310677)

[Form TECH-4. Experience of the Consultant 58](#_Toc48310678)

[Form TECH-5. Description of Approach, Methodology and Work Plan for Performing the Assignment ……………………………………………………………………………………..59](#_Toc48310679)

[Form TECH-6. Comments and Suggestions on the Terms of Reference & Assignment …………………………………………………………………………………….60](#_Toc48310680)

[Form TECH-7. Team Composition and Task Assignments 61](#_Toc48310681)

[Form TECH-8. Staffing Schedule (Key Professional Personnel and Support Staff) 62](#_Toc48310682)

[Form TECH-9. Work and Deliverables Schedule 62](#_Toc48310683)

[Form TECH-10. Curriculum Vitae (CV) for Proposed Key Professional Personnel 65](#_Toc48310684)

Form TECH-1. Technical Proposal Submission Form

*[Location, date]*

To: *[The Implementing Entity]*

Address:

Ladies and Gentlemen:

Re: *Selection of consulting firm for detailed designs and construction supervision* RFP Ref: *[insert reference as shown on cover page]*

1. We, the undersigned, offer to provide the services for the above-mentioned assignment in accordance with your Request for Proposal (RFP) dated *[insert date]*, any addenda issued thereto and our proposal.
2. We are hereby submitting our proposal, which includes this technical proposal, and a financial proposal, each sealed in separate and clearly marked envelope/parcel.
3. We are submitting our proposal in association with:

*[insert a list with full name and address of each associated consultant, otherwise delete this clause]*

1. We are attaching the duly signed Covenant of Integrity “Annex 4 – Contract’s Forms”.
2. We are attaching the duly signed Environmental and Social Covenant “Annex 3 – Contract’s Forms”.
3. We are attaching herewith information to support our eligibility in accordance with Section IV of the RFP.
4. If negotiations are held during the initial period of validity of the proposal, we undertake to negotiate on the basis of the nominated key professional personnel.
5. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations, and we undertake, if our proposal is accepted, to initiate the services related to the assignment not later than the date indicated in this RFP.
6. We acknowledge and understand that we shall promptly inform the Implementing Entity about any material change regarding the information provided in this form.
7. We further understand that the failure to properly disclose any of information in connection with this proposal submission form may lead to appropriate actions, including our disqualification, the termination of the contract as applicable under the EIB Anti-Fraud Policy~~.~~
8. We understand that this proposal, together with your written preliminary acceptance thereof included in your Notification of Intent to Award, shall only constitute a binding contract between the firm and the Implementing Entity subject to successful negotiations and the preparation and execution of the appropriate contract.
9. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
10. We understand and accept without condition that any protest to the process or results of this competition process may be brought only through the procedures defined in ITC clause 29.3.
11. We understand you are not bound to accept any proposal that you may receive.

Yours sincerely,

|  |  |
| --- | --- |
| *[authorized signatory]* |  |
| *[name and title of signatory]* |  |
| *[name of consultant]* |  |
| *[address of consultant]* |  |

Annexes:

1. Power of attorney demonstrating that the person signing has been duly authorized to sign the proposal on behalf of the consultant and its associates;

2. Letter(s) of incorporation (or other documents indicating legal status); and

3. Joint venture or association agreements or the letter of intent to enter into such a JV signed by the authorized representatives of all the members of the JV (if applicable, but without showing any financial proposal information).

4. Duly signed Covenant of Integrity – Contract Forms 4

5. Duly signed Environmental and Social Covenant – Contract Forms 3

6. *[Other documents required in PDS]*

Form Tech-2A . Financial Capacity of the Consultant

The Implementing Entity reserves the right to request additional information about the financial capacity of the consultant. A consultant that fails to demonstrate through its financial records that it has the financial capacity to perform the required services may be disqualified.

The consultant’s financial capacity to mobilize and sustain the services may be important for specific types of services in which the consultant is required to pre-finance significant expenses in advance of receiving payment from the Implementing Entity. Under these circumstances, an evaluation of financial capacity will be included in the request for proposals in addition to the qualitative assessment conducted through form Tech-4. Form Tech-2A will include requirements on the documentation required to assess financial capacity. The types of documentation required will vary according to the country context, the type of services being solicited, and the extent of the financial capacity demanded within the assignment. Examples of possible documentation required are as follows, but may be supplemented by other types of documents determined by the Implementing Entity as long as the requirements are reasonable and relevant to the financial capacity demanded of the services being solicited:

* **Audited financial statements (Balance Sheets, Income Statements, Cash flow) for the last three (3) years, accredited and supported by audit letters.**
* **The financial statements must reflect a reasonable and stable profitability over the last three (3) year period to maintain a stable commercial operation.**
* **Certified financial statements for the last three (3) years, supported by tax returns.**
* **The consultant should achieve an average annual turnover amount of 3 (Three) million Euro or equivalent during the last Five (5) years (the official selling exchange rates is the Central Bank of Egypt, 7 days before the tenders’ submission), figures must be reflected within the financial statements.**

Failure to submit either of the documents as evidence of financial capacity will result in the rejection of the proposal.

If the proposal is submitted by a joint venture, all parties of the joint venture are required to submit the financial capacity information requested. The reports should be submitted in the order of the associate’s significance in the joint venture, greatest to least.

The Implementing Entity reserves the right to request additional information about the financial capacity of the consultant. A consultant that fails to demonstrate through its financial records that it has the financial capacity to perform the required services may be disqualified.

Form TECH-2B. Current and Past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes of the Consultant

*[Provide information on current or past proceedings, litigation, arbitration, action claims, investigations or disputes over the last five (5) years as shown in the form below. Each member of the JV shall fill a separate form]*

The consultant, or a related company or entity or affiliate, has been involved in any proceeding, litigation, arbitration, action, claim, investigation or dispute within the past five (5) years: No:\_\_\_\_ Yes:\_\_\_\_\_\_ (See below)

|  |  |  |
| --- | --- | --- |
| Litigation, Arbitration, Actions, Claims, Investigations, Disputes During Last Five (5) Years | | |
| Year | Matter in Dispute | Value of Award Against Consultant in Euro € Equivalent |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

Form TECH-3. Organization of the Consultant

*[Provide a brief description of the background and organization of your firm/entity and of each associated firm for this assignment. Include the organization chart of your firm/entity. The proposal must demonstrate that the consultant has the organizational capability and experience to provide home office project management of the contract as well as the necessary administrative and technical support to the consultant’s project team in country. The proposal shall further demonstrate that the consultant has the capacity to field and provide experienced replacement personnel on short notice.]*

*[Maximum 5 pages per each JV member]*

Form TECH-4. Experience of the Consultant

Using the format below, provide information on each relevant assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out services similar to the ones requested under the terms of reference included in this RFP. The proposal must demonstrate that the consultant has a proven track record of successful experience in executing projects similar in substance, complexity, value, duration, and volume of services sought in this procurement. The consultant shall provide a proof of successful projects completion, (e.g. completion certificate, final handover certificate, etc.)

*[Each JV member shall fill a separate form]*

*[Maximum 3 related/similar assignments]*

|  |  |
| --- | --- |
| Assignment name: | Approx. value of the contract (in current Euro €): |
| Country: Location within country: | Duration of assignment (months): |
| Name of Implementing Entity: | Total No. of staff-months of the assignment: |
| Email and phone of references of the Implementing Entity: | Provide contact information for at least three (3) references that can provide substantial input about (1) the type of work performed by you and (2) the quality of the work. For each reference, list a contact individual, their title, address, phone and e-mail address, in addition to a copy from the contract agreement |
| Implementing Entity address: | Approx. value of the services provided by your firm under the contract (in current Euro €): |
| Start date (month/year): Completion date (month/year): | No. of professional staff-months provided by associated consultants: |
| Name of associated consultants, if any: | Name and profile of proposed senior professional staff of your firm involved and functions performed (indicate most significant profiles such as project director/coordinator, team leader): |
| Narrative description of project including the following data:  WWTP design, capacity in m3/day, experience in developing ESIA/ESMPs, experience in supervision of similar construction and rehabilitation works. | |
| Narrative description of the project’s mobilization demands and how your firm managed that mobilization’s administrative, logistical and financial requirements: | |
| Description of actual services provided by your staff within the assignment: | |

Name of firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Form TECH-5. Description of Approach, Methodology and Work Plan for Performing the Assignment

*[Note to Implementing Entity: this is a model for illustrative purposes only. The instructions and the content required of the consultant must be adapted by the Implementing Entity based on the objectives of the procurement and the evaluation criteria.]*

In this section, the consultant should provide a comprehensive description of how it will provide the required services in accordance with the terms of reference (TOR) included in this RFP. Information provided must be sufficient to convey to the technical evaluation committee that the consultant has an understanding of the challenges in performing the required services and that it has an approach, methodology and work plan suitable to overcome those challenges.

Your technical proposal should be divided into the following three (3) chapters:

* 1. Technical Approach and Methodology,
  2. Work Plan, and
  3. Organization and Staffing

(a) Technical approach and methodology. In this chapter, you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. Also comment here on any specialized equipment and/or software of which may be necessary to perform the scope indicated in the terms of reference.

(b) Work plan. In this chapter, you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Implementing Entity), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the work and deliverables schedule of form TECH-9.

(c) Organization and Staffing. In this chapter, you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

Note: Where the terms of reference includes tasks relevant to gender and social inclusion, the proposal should explicitly address how the consultant will perform these tasks in the technical approach, and methodology, work plan, organization and staffing. We recognize that this type of expertise and experience may be outside of the normal work of some Consultants offering proposals, and thus call special attention to the importance of an adequately inter-disciplinary proposal and staffing plan.

*[Maximum 25 pages, including charts and diagrams]*

Form TECH-6. Comments and Suggestions on the Terms of Reference & Assignment

The Implementing Entity welcomes comments and suggestions to improve the assignment to provide a better value for money. These comments and suggestions shall not be used for evaluation purposes, but may be discussed during negotiations. The Implementing Entity is not bound to accept anything proposed. If the proposed modifications/suggestions would require changes in the offered price, it shall be noted as such, without giving the price of the change.

*[Maximum 5 pages]*

A: On the terms of reference

*[Present and justify here any modifications or improvements to the terms of reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities).]*

B: On the staff and facilities

*[Comment here on the staff and facilities to be provided by the Implementing Entity.]*

Form TECH-7. Team Composition and Task Assignments

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Key Professional Personnel | | | | |
| Name of Staff | Organization | Area of Expertise | Position Assigned | Task Assigned |
| **1. Tanta WWTP** |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **2. MBH WWTP** |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

Form TECH-8. Staffing Schedule (Key Professional Personnel and Support Staff)

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | **Staff input (in the form of a bar chart)1** | | | | | | | | | | | | | **Total staff-month input** | | |
|  | **12** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **N** | **Home** | **Field3** | **Total** |
| Foreign | | | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 1 | Name | *[Home]* |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | *[Field]* |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 | Name | *[Home]* |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | *[Field]* |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 |  | *[Home]* |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | *[Field]* |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| n |  | *[Home]* |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | *[Field]* |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Subtotal** | | | |  |  |  |
| Local | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 1 | Name | *[Home]* |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| *[Field]* |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| n |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Support Staff | | | | | | | | | | | **Subtotal** | | | |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Total** | | | |  |  |  |

1. For key professional personnel, the input shall be indicated individually; for support staff it shall be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2. Months are counted from the start of the assignment. For each personnel, indicate separately staff input for home and field work.

3. Field work means work carried out at a place other than the consultant's home office.

|  |  |  |  |
| --- | --- | --- | --- |
| Full Time |  | Part Time |  |

**Please fill in separate table for Tanta WWTP and MBH WWTP**

Form TECH-9. Work Schedule and Deliverables Schedule

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | Task | Months | | | | | | | | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 1. **Tanta WWTP** | |  |  |  |  |  |  |  |  |  |  |  |  |
| **A.1** | **Activities** |  |  |  |  |  |  |  |  |  |  |  |  |
| 1 | Support Gharbia WSC in technical and financial evaluation of Tanta WWTP bids |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 | Review detailed design and shop drawings for Tanta WWTP |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 | Construction supervision of Tanta WWTP |  |  |  |  |  |  |  |  |  |  |  |  |
| 4 | Operation and maintenance supervision for Tanta WWTP |  |  |  |  |  |  |  |  |  |  |  |  |
| 5 | Assist GCWW in handover Tanta WWTP from the Contractor |  |  |  |  |  |  |  |  |  |  |  |  |
| **A.2** | **Deliverables** |  |  |  |  |  |  |  |  |  |  |  |  |
| 1 | Technical and financial evaluation report (combined evaluation report) for Tanta WWTP bids |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 | Monthly Progress reports for Tanta WWTP construction supervision |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 | Substantial Completion Report |  |  |  |  |  |  |  |  |  |  |  |  |
| 4 | Operational and maintenance Progress report |  |  |  |  |  |  |  |  |  |  |  |  |
| 5 | Completion and handover certificate of Tanta WWTP |  |  |  |  |  |  |  |  |  |  |  |  |

*[Indicate all main activities of the assignment, including deliverables and other milestones, such as the Implementing Entity approvals. For phased assignments, indicate activities, deliverables and milestones separately for each phase. Duration of activities shall be indicated in the form of a bar chart. See TOR for the full list of deliverables. Above is a sample format (to be further completed by the consultant based on the TOR requirements) that shall be used by the consultant as an indicator of the proposed workload. The submission shall be evaluated as part of the approach and methodology.]*

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | Task | Months | | | | | | | | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 1. **MBH WWTP** | |  |  |  |  |  |  |  |  |  |  |  |  |
| **B.1** | **Activities** |  |  |  |  |  |  |  |  |  |  |  |  |
| 1 | Technical evaluation of Mit Badr Halawa (MBH) existing WWTP |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 | Prepare Rehabilitation report for MBH WWTP and Tender documents for rehabilitation works |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 | Support Gharbia GCWW in technical and financial evaluation for MBH WWTP bids |  |  |  |  |  |  |  |  |  |  |  |  |
| 4 | Construction supervision for MBH WWTP rehabilitation works |  |  |  |  |  |  |  |  |  |  |  |  |
| 5 | Assist GCWW in handover MBH WWTP from the Contractor |  |  |  |  |  |  |  |  |  |  |  |  |
| **B.2** | **Deliverables** |  |  |  |  |  |  |  |  |  |  |  |  |
| 1 | Technical evaluation report for MBH WWTP rehabilitation works |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 | Tender documents for MBH WWTP rehabilitation works contract |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 | Technical and financial evaluation report (combined evaluation report) of MBH WWTP rehabilitation works |  |  |  |  |  |  |  |  |  |  |  |  |
| 4 | Monthly reports for MBH WWTP construction supervision |  |  |  |  |  |  |  |  |  |  |  |  |
| 5 | Substantial Completion Report |  |  |  |  |  |  |  |  |  |  |  |  |
| 6 | Operational and maintenance Progress report |  |  |  |  |  |  |  |  |  |  |  |  |
| 7 | Completion and handover certificate of MBH WWTP works |  |  |  |  |  |  |  |  |  |  |  |  |

*[Indicate all main activities of the assignment, including deliverables and other milestones, such as the Implementing Entity approvals. For phased assignments, indicate activities, deliverables and milestones separately for each phase. Duration of activities shall be indicated in the form of a bar chart. See TOR for the full list of deliverables. Above is a sample format (to be further completed by the consultant based on the TOR requirements) that shall be used by the consultant as an indicator of the proposed workload. The submission shall be evaluated as part of the approach and methodology.]*

Form TECH-10. Curriculum Vitae (CV) for Proposed Key Professional Personnel

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. Proposed Position | *[only one candidate shall be nominated for each position]* | | | | | | | | |
| 1. Name of Firm | *[Insert name of firm proposing the staff]* | | | | | | | | |
| 1. Name of Personnel | *[Insert full name]* | | | | | | | | |
| 1. Date of Birth | *[Insert birth date]* | | | |
| 1. Nationality | *[Insert nationality]* | | | |  | | |  | |
| 1. Education | *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]* | | | | | | | | |
| 1. Membership in Professional Associations |  | | | | | | | | |
| 1. Other Training | *[Indicate appropriate postgraduate and other training]* | | | | | | | | |
| 1. Countries of Work Experience | *[List countries where staff has worked in the last ten years]* | | | | | | | | |
| 1. Languages | *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]* | | | | | | | | |
|  | Language | Speaking | | | | | Reading | | Writing |
|  |  |  | | | | |  | |  |
| 1. Employment Record | *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]* | | | | | | | | |
|  | From *[month, year]*: | | To *[month, year]*: | | | | | | |
|  | Implementing Entity: | | | | | | | | |
|  | Position(s) held: | | | | | | | | |
| 1. Detailed Tasks Assigned | *[List all tasks to be performed under this assignment]* | | | | | | | | |
| 1. Work undertaken that best illustrates capability to handle the tasks assigned: | *[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 12.]* | | | | | | | | |
|  | Name of assignment or project: | | |  | | | | | |
|  | Month, Year: | | |  | | | | | |
|  | Location: | | |  | | | | | |
|  | Implementing Entity: | | |  | | | | | |
|  | Main project features: | | |  | | | | | |
|  | Position held: | | |  | | | | | |
|  | Activities performed: | | |  | | | | | |
| 1. References and certificates | *[In addition, to copies of certificates that prove the experience of the expert, list at least three individual references with substantial knowledge of the person’s work. Include each reference’s name, title, phone and e-mail contact information.] [The Implementing Entity reserves the right to contact other sources as well as to check references]* | | | | | | | | |
| 1. Certifications | I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.  I, the undersigned, hereby declare that I agree to participate with the *[consultant]* in the above-mentioned request for proposal. I further declare that I am able and willing to work:  1. for the period(s) foreseen in the specific terms of reference attached to the above referenced request for proposal for the position for which my CV has been included in the offer of the consultant and  2. within the implementation period of the specific contract. | | | | | | | | |
| Signature of Key Professional Personnel |  | | | | | | | | |
| If this form has not been signed by the key professional personnel, then in signing below, the authorized representative of the consultant is making the following declaration:  “In due consideration of my signing herewith below, if the key professional personnel has not signed this CV then I declare that the facts contained therein are, to the best of my knowledge and belief, a true and fair statement and that I confirm that I have approached the said key professional personnel and obtained his assurance that he will maintain his availability for this assignment if the contract is agreed within the proposal validity period provided for in the RFP.” | | | | | | | | | |
| Signature of Authorized Representative of the Consultant | | | | | |  | | | |

Section V. B. Financial Proposal Forms

Financial proposal standard forms shall be used for the preparation of the financial proposal according to the instructions provided under sub-clause 15.5 of Section II Instructions to Consultants.

*[Note to Implementing Entity: add additional forms as appropriate and use forms FIN-3 and FIN-4 as appropriate. Comments in brackets on the following pages serve to provide guidance for the preparation of the financial proposal and therefore should not appear on the financial proposals to be submitted.]*

[Form FIN-1. Financial Proposal Submission Form 68](#_Toc48310249)

[Form FIN-2. Price Summary 69](#_Toc48310250)

[Form FIN-3. Breakdown of Price by Activity 70](#_Toc48310251)

[Form FIN-4. Breakdown of Remuneration 72](#_Toc48310252)

[Form FIN-5. Breakdown of Reimbursables 73](#_Toc48310253)

Form FIN-1. Financial Proposal Submission Form

*[location, date]*

To: *[Implementing Entity]*

Address:

Ladies and Gentlemen:

Re: *[insert title of assignment]*

RFP Ref: *[insert reference as shown on cover page]*

We, the undersigned, offer to provide the services for the above-mentioned assignment in accordance with your request for proposal (RFP) dated *[insert date][[4]](#footnote-4)* and our technical proposal.

Our price as per the attached financial proposal forms is *[insert amount(s) in words and figures and currency]* and shall remain fixed throughout the implementation of the assignment. Our price excludes the estimated amount of taxes is *[insert amount in words and figures in name of currency]* which shall be exempted based on an exemption letter provided by the Implementing Entity upon the contract signature.

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, as indicated in paragraph ITC 19.1 of the PDS.

We understand you are not bound to accept any proposal that you may receive.

We acknowledge that our digital/digitized signature is valid and legally binding.

Yours sincerely,

|  |  |
| --- | --- |
| Authorized signatory |  |
| Name and title of signatory |  |
| Name of consultant |  |

Form FIN-2. Price Summary

Re: *[insert title of assignment]*

RFP Ref: *[insert reference as shown on cover page]*

|  |  |  |
| --- | --- | --- |
|  | Price1 | |
| Currency (Euro) |  |
| 1. Remuneration:(From FIN-4) |  |  |
| Phase (1) [if applicable]:  Fees:  Taxes in Implementing Entity’s country: |  |  |
| Phase (2) [if applicable]:  Fees:  Taxes in Implementing Entity’s country:   * 1. Reimbursables: (from FIN-5)   Phase 1:  Phase 2: |  |  |
|  |  |  |
| Total price of financial proposal |  |  |

1. Indicate the total price to be paid by the Implementing Entity in each currency. Such total price must coincide with the sum of the relevant sub-totals indicated in form FIN-3. (tax provisions relevant to this RFP are set out in Section VII General Conditions of Contract.)

2. If the RFP contains 2 phases (design and Supervision), both phases will be subject to the proposal evaluation and the price to be evaluated will be the total price of the 2 phases, though the contract may be signed only for phase 1.

3. Provide fully loaded prices (including any international travel, communication, local transportation, office expenses, shipment of personal effects, direct and indirect rates and profits. Taxes are presented separately).

Form FIN-3. Breakdown of Price by Activity

Re: *[insert title of assignment]*

RFP Ref: *[insert reference as shown on cover page]*

*[Please complete for each phase]*

|  |  |
| --- | --- |
| **Group of activities by phase** | **Description2** |
| 1. **Tanta WWTP** | **Price3** |
| **Currency (Euro)** |
| **A.1 Design Activities** |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| **A.2 Supervision Activities** |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| Total |  |

|  |  |
| --- | --- |
| **Group of activities by phase** | **Description2** |
| 1. **MBH WWTP** | **Price3** |
| **Currency (Euro)** |
| **A.1 Design Activities** |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| **A.2 Supervision Activities** |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| Total |  |

1. Form FIN-3 shall be completed for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the consultant shall fill a separate form FIN-3 for each group of activities. Include base and option years.

2. A short description of the activities and origin whose price breakdown is provided in this

form.

3. Provide fully loaded prices (including international travel, communications, local transportation, office expenses, shipment of personal effects, direct and indirect rates and profit).

Form FIN-4. Breakdown of Remuneration

Re: *[insert title of assignment]*

RFP Ref: *[insert reference as shown on cover page]*

*[Information to be provided in this form shall only be used to establish price reasonableness and to establish payments to the consultant for possible additional services requested by the Implementing Entity.]*

|  |  |  |
| --- | --- | --- |
| Name | Position | Person month fully loaded rate |

|  |  |  |  |
| --- | --- | --- | --- |
| **Foreign Staff** |  |  | **Currency (Euro)** |
|  |  | Home |  |
|  |  | Field |  |
|  |  | Home |  |
|  |  | Field |  |
|  |  | Home |  |
|  |  | Field |  |
| Local Staff |  |  |  |
|  |  | Home |  |
|  |  | Field |  |
|  |  | Home |  |
|  |  | Field |  |
|  |  | Home |  |
|  |  | Field |  |

1. Form FIN-4 shall be filled in for the same key professional personnel and other personnel listed in forms TECH-7 and 8.

2. Professional personnel shall be indicated individually; support staff shall be indicated by category (e.g., draftsmen, clerical staff).

3. Positions of the key professional personnel shall coincide with the ones indicated in forms TECH-7 and 8.

Form FIN-5. Breakdown of Reimbursables

Re: *[insert title of assignment]*

RFP Ref: *[insert reference as shown on cover page]*

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **B. Reimbursable Expenses** | | | | | |
| **N°** | **Type of reimbursable expenses** | **Unit** | **Unit cost** | **Quantity** | **{Currency # 1- as in FIN-2}** |
|  | {e.g., per diem allowances\*\*} | {Day} |  |  |  |
|  | {e.g., international flights} | {Ticket} |  |  |  |
|  | {e.g., in/out airport transportation} | {Trip} |  |  |  |
|  | {e.g., communication costs between Insert place and Insert place} |  |  |  |  |
|  | { e.g., reproduction of reports} |  |  |  |  |
|  | {e.g., office rent} | {Month} |  |  |  |
|  | {e.g.,} Car rent | {Month} |  |  |  |
|  | {training of the Implementing Entity’s personnel – if required in TOR} |  |  |  |  |
| Total costs | | | | |  |

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

Section VI. Terms of Reference

*Attached*

Part 2: Conditions of Contract

**Contract Agreement**

This contract agreement (this “contract”) made as of the *[day]* of *[month]*, *[year]*, between *[full legal name of the Implementing Entity]* (the “Implementing Entity”), on the one part, and *[full legal name of consultant]* (the “consultant”), on the other part.

*[Note: If the consultant consists of more than one entity, the following should be used]*

This contract agreement (this “contract”) made as of the *[day]* of *[month]*, *[year]*, between *[full legal name of the Implementing Entity]* (the “Implementing Entity”), on the one part, and *[full legal name of lead consultant]* (the “consultant”) in *[joint venture / consortium / association]* with *[list names of each joint venture entity]*, on the other part, each of which will be jointly and severally liable to the Implementing Entity for all of the consultant’s obligations under this contract and is deemed to be included in any reference to the term “consultant.”

**RECITALS**

Whereas,

1. The “(name of Implementing Entity)” has received financing from (a loan from the European Investment Bank, a grant from the European Union through the Neighbourhood Investment Platform “NIP”) *the financing of which is being administered by the* European Investment Bank (“the Bank”)*]* in Euro towards the cost of (Kitchener Drain Project), and intends to apply a portion of the proceeds of this loan/grant to eligible payments under this contract. Payment will be made only upon clearance by the Project Implementation Consultant and the Implementing Entity, and will be subject, in all respects, to the terms and conditions of the financing agreement between the Bank and the Implementing Entity. The financing agreement prohibits any withdrawal from the loan and/or grant account for the purpose of any payment to persons or entities, no parties other than (name of Implementing Entity) shall derive any rights from the financing agreement or have any claim to financing proceeds, and
2. The Implementing Entity has requested the consultant to provide certain services as described in annex A to this contract; and according to the following Contract Documents:

i)

ii)

iii)

iv)

1. The consultant, having represented to the Implementing Entity that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this contract with total amount ………….. (Amount in letters) Euro or EGP.

Now therefore, the parties to this contract agree as follows:

1. In consideration of the payments to be made by the Implementing Entity to the consultant as set forth in this contract, the consultant hereby covenants with the Implementing Entity to perform the services in conformity in all respects with the provisions of this contract.
2. Subject to the terms of this contract, the Implementing Entity hereby covenants to pay the consultant, in consideration of the performance of the services, the contract price (as defined below) or such other sum as may become payable pursuant to the provisions of this contract at the times and in the manner prescribed by this contract.

Whereof the parties hereto have caused this contract to be executed in accordance with the laws of *[country]* as of the day, month and year first indicated above.

|  |  |
| --- | --- |
| For *[full legal name of the Implementing Entity]* | For *[full legal name of the consultant]* |
| Signature | Signature |
| Name | Name |

*[Note: If the consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the members of the consultant

*[Name of member]*

*[Authorized representative]*

*[Name of member]*

*[Authorized representative]*

Section VII. General Conditions of Contract

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**General Conditions of Contract**

|  |  |
| --- | --- |
| 1. Definitions | * 1. The terms used in this contract and not otherwise defined have the meanings given such terms in the financing agreement or related document. Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:  1. “Applicable Law” has the meaning given the term in the **SCC.** 2. “Associate” or “Member” means any entity that is a member of the association that forms the consultant. A sub-consultant is not an associate. 3. “Association” or “Joint Venture” means an association of entities that forms the consultant. 4. “Implementing Entity” has the meaning given the term in the initial paragraph of the contract agreement. 5. “Implementing Entity Country” has the meaning given the term in the **SCC.** 6. “Consultant” has the meaning given the term in the initial paragraph of the contract agreement. 7. “Contract” means this agreement entered into between the Implementing Entity and the consultant, to provide the services, and consists of the contract agreement, these GCC, the SCC, and the annexes (each of which forms an integral part of this agreement), as the same may be amended, modified, or supplemented from time to time in accordance with the terms of this agreement. 8. “Contract Price” means the price to be paid for the performance of the services, in accordance with GCC sub-clause 18.1. 9. “Day” means a calendar day. 10. “Effective Date” has the meaning given the term in GCC Clause 17.2. 11. “Financing Agreement” has the meaning given the term in the recital clauses to the contract Agreement. 12. "Force Majeure" has the meaning given the term in GCC Clause 23.1. 13. “The Bank” or “EIB” means the European Investment Bank. 14. “GCC” means these general conditions of contract. 15. “Government” has the meaning given the term in the recital clauses to the contract agreement. 16. “Key Professional Personnel” means the personnel listed in annex D to this contract. 17. “Local Currency” has the meaning given the term in the **SCC**. 18. “Party” means the Implementing Entity or the consultant, as the case may be, and “Parties” means both of them. 19. “Personnel” means persons hired by the consultant or by any sub-consultants and assigned to perform the services or any part thereof. 20. “SCC” means the special conditions of contract by which the GCC may be amended or supplemented. 21. “Services” means the activities to be performed by the consultant pursuant to this contract, as described in Annex A to this contract. 22. “Sub-Consultant” means any person or entity to whom/which the consultant subcontracts any part of the services. 23. “Tax” and “Taxes” have the meanings given the terms in the financing agreement or related agreement. |
| 1. Interpretations | * 1. In interpreting this contract, unless otherwise indicated:  1. “confirmation” means confirmation in writing; 2. in writing” means communicated in written form (e.g., by mail, e-mail, or facsimile) delivered with proof of receipt; 3. except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; 4. the feminine means the masculine and vice versa; and 5. the headings are for reference only and shall not limit, alter or affect the meaning of this contract. |
| 1. Language and Law | * 1. This contract has been executed in language(s) specified in the **SCC**. If the contract is executed in both English and a specified local language, the English language version shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.   2. This contract, its meaning and interpretation, and the relation between the parties shall be governed by the applicable law. |
| 1. Communications | * 1. Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Subject to applicable law, 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 delivered to such party at the address specified in the **SCC**, or sent by confirmed facsimile or confirmed email, in either case if sent during normal business hours of the recipient party.   2. A party may change its name or address for receiving notice under this contract by giving the other party notice in writing of such change to the address specified in **SCC 4.1**. |
| 1. Subcontracting | * 1. If the consultant intends to subcontract for a major item of its contracted services (deemed major if valued for more than 20% of the contract value) it shall seek the Implementing Entity’s prior written approval of the subcontractor. Subcontracting shall not alter the consultant’s obligations under this contract. |
| 1. Prohibited Practices | The Bank requires that all beneficiaries of funding, including the Implementing Entity and any consultants, implementing partners, service providers, suppliers, sub-suppliers, contractors, sub-contractors, consultants, sub-consultants, and any of their agents (whether declared or not) and personnel observe the highest standards of ethics during the procurement and execution of such contracts, and comply with the Bank’s Anti-Fraud Policy, the policy is accessible via <https://www.eib.org/en/publications/anti-fraud-policy>"   * 1. For the purposes of these provisions, and consistent with the Banks’s Anti-Fraud Policy, the terms set forth below are defined as follows, and sometimes referred to collectively as “Prohibited Practices”:      1. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value in order to improperly influence the actions of another party;      2. “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation;      3. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;      4. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party, to improperly influence the actions of that or another party;      5. “obstructive practice” is (i) deliberately destroying, falsifying, altering or concealing evidence that may be material to an investigation by the Bank or making false statements to investigators in order to materially impede an investigation (ii) threatening, harassing or intimidating any party in order to prevent that party from disclosing its knowledge of matters relevant to an investigation by the Bank or from pursuing such an investigation; and/or (iii) the commission of any act intended to materially impede the exercise of the Bank’s contractual rights of audit, inspection and access to information.      6. Misuse of EIB Group resources or assets, which means any illegal activity committed in the use of the EIB Group’s resources or assets, either knowingly or recklessly.      7. Money laundering and financing of terrorism are defined in EU Directives on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing, as amended and supplemented from time to time, as follows:   Money laundering is:  (i) the conversion or transfer of property, knowing that such property is derived from criminal activity or from an act of participation in such activity, for the purpose of concealing or disguising the illicit origin of the property or of assisting any person who is involved in the commission of such an activity to evade the legal consequences of that person’s action;  (ii) the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of property, knowing that such property is derived from criminal activity or from an act of participation in such an activity;  (iii) the acquisition, possession or use of property, knowing, at the time of receipt, that such property was derived from criminal activity or from an act of participation in such an activity; and  (iv) participation in, association to commit, attempts to commit and aiding, abetting, facilitating and counselling the commission of any of the actions referred to in the foregoing points.  (v) Financing of terrorism is the provision or collection of funds, by any means, directly or indirectly, with the intention that they should be used or in the knowledge that they are to be used, in full or in part, to commit, or to contribute to the commission of any of the offences within the meaning of Articles 3 to 10 of Directive (EU) 2017/541 of 15 March 2017 on combating terrorism. Where the financing of terrorism concerns any of the offences laid down in Articles 3, 4 and 9 of Directive (EU) 2017/541, it shall not be necessary that the funds be in fact used, in full or in part, to commit, or to contribute to the commission of any of those offences, nor shall it be required that the offender knows for which specific offence or offences the funds are to be used.   * 1. The consultant will take appropriate measures to inform potential sub-contractors, sub-consultants, suppliers, agents and any of its personnel of their obligations under the Bank’s Anti-Fraud Policy and require their compliance with this policy in connection with their involvement in competing for, or executing, this contract.   2. If the Bank determines that the consultant, or any of its sub-contractors, sub-consultants, suppliers, personnel or any agent or affiliate of any of them has, directly or indirectly, engaged in prohibited practices in connection with an EIB-financed or EIB-managed activity or operation, including in competing for, or executing, this contract, the Implementing Entity may, by written notice, immediately terminate the consultant’s employment under the contract and the provisions of GCC 21.1 shall apply.   3. The consultant shall keep all records and documents, including electronic records, relating to this procurement process available for a minimum of three (3) years after the execution of the contract. |
| 1. Relationship Between the Parties | * 1. Nothing contained in this contract shall be construed as establishing a relationship of master and servant or of principal and agent as between the Implementing Entity and the consultant. The consultant, subject to this contract, has complete charge of personnel and sub-consultants, if any, performing the services and shall be fully responsible for the services performed by them or on their behalf in connection with this contract. |
| 1. Location | * 1. The services shall be performed at such locations as are specified in annex A to this contract and, where the location of a particular task is not so specified, at such locations, whether in the Implementing Entity country or elsewhere, as the Implementing Entity may approve. |
| 1. Authority of Member in Charge | * 1. In case the consultant consists of a joint venture or other association of more than one entity, the members hereby authorize the entity specified in the **SCC** to act on their behalf in exercising all the consultant’s rights and obligations toward the Implementing Entity under this contract, including without limitation the receiving of instructions and payments from the Implementing Entity. |
| 1. Authorized Representatives | * 1. Any action required or permitted to be taken, and any document required or permitted to be executed under this contract by the Implementing Entity or the consultant may be taken or executed by the officials specified in the **SCC**. |
| 1. Description and Approval of Personnel; Adjustments; Approval of Additional Work | * 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 professional personnel are described in annex C. The key professional personnel and sub-consultants listed by title as well as by name in annex C are hereby approved by the Implementing Entity.   2. GCC sub-clause 36.1 shall apply in respect of other personnel and sub-consultants which the consultant proposes to use in the carrying out of the services, and the consultant shall submit to the Implementing Entity for review and approval a copy of their curricula vitae (CVs). |
|  | * 1. Adjustments with respect to the estimated periods of engagement of key professional personnel set forth in annex C may be made by the consultant without the prior approval of the Implementing Entity only if (a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%) or one week, whichever is larger and (b) the aggregate of such adjustments shall not cause payments under this contract to exceed the contract price. The consultant shall provide written notice to the Implementing Entity of any such adjustments. Any other adjustments shall only be made with the Implementing Entity’s prior written approval.   2. If additional work is required beyond the scope of the services specified in annex A, the estimated periods of engagement of key professional personnel set forth in annex C may be increased by agreement in writing between the Implementing Entity and the consultant. In a case in which such additional work would result in payments under this contract exceeding the contract price, such additional work and payments will be explicitly described in the agreement and shall be subject in all respects to the provisions of GCC sub-clauses 17.4, 17.5 and 18.4. |
| Resident Project Manager | * 1. If required by the **SCC**, the consultant shall ensure that at all times during the consultant’s performance of the services in the Implementing Entity country, a resident project manager, acceptable to the Implementing Entity, shall take charge of the performance of such services. |
| 1. Working Hours, Overtime, Leave, etc. | * 1. Working hours and holidays for key professional personnel are set forth in annex C. To account for travel time, foreign personnel carrying out services inside the Implementing Entity 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 Implementing Entity country as is specified in annex C.   2. The consultant and personnel shall not be entitled to reimbursement for overtime nor to take paid sick leave or vacation leave except as specified in annex C, and except as specified in annex C, the consultant’s remuneration shall be deemed to cover these items. All leave to be allowed to the personnel is included in the staff-months of service set forth in annex C. Any taking of leave by personnel shall be subject to the prior approval by the consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the services. |
| Engagement of Staff and Labor | * 1. The consultant shall adopt and implement human resources policies and procedures appropriate to its size and workforce that set out its approach to managing the personnel. At a minimum, the consultant shall provide all its personnel with documented information that is clear and understandable regarding their rights under all the applicable laws regarding labor and any applicable collective agreements, including their rights related to their employment, health, safety, welfare, immigration and emigration upon beginning the working relationship and when any material changes occur.   2. The consultant shall ensure that the employment terms and conditions of migrant workers are not influenced by their migrant status.   3. The consultant shall be responsible for monitoring compliance of sub-consultants to the labor and working conditions outlined in the national regulations and IFC performance standards in force from time to time. |
| Facilities for Staff and Labor | * 1. Where accommodation or welfare facilities are provided to personnel, the consultant shall put in place and implement policies on the quality and management of such accommodation and the provision of such welfare facilities (including as regards minimum space, supply of water, adequate sewage and garbage disposal systems, appropriate protection against heat, cold, damp, noise, fire and disease carrying animals, adequate sanitary and washing facilities, ventilation, cooking and storage facilities and natural and artificial lighting, and all reasonable precautions to maintain the health and safety of the personnel). The accommodation and welfare facilities shall be provided in a manner consistent with the principles of non-discrimination and equal opportunity. |
| 1. Removal and/or Replacement of Personnel | * 1. Except as the Implementing Entity may otherwise agree, no changes shall be made in the key professional personnel. If, for any reason beyond the reasonable control of the consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the key professional personnel, the consultant shall, subject to GCC sub-clause 36.1(a), provide as a replacement a person of equivalent or better qualifications.   2. If the Implementing Entity (a) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action, or (b) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the consultant shall, at the Implementing Entity’s written request specifying the grounds therefore and subject to GCC sub-clause 36.1(a), provide as a replacement a person with qualifications and experience acceptable to the Implementing Entity.   3. The consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of personnel.   4. The consultant shall provide a grievance mechanism for personnel to raise workplace concerns. The consultant shall inform the workers of the grievance mechanism at the time of recruitment and make it easily accessible to them. The mechanism should involve an appropriate level of management and address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned, without any retribution. The mechanism should also allow for anonymous complaints to be raised and addressed. The mechanism should not impede access to other judicial or administrative remedies that might be available under the law or through existing arbitration procedures, or substitute for grievance mechanisms provided through collective agreements. |
| 1. Settlement of Disputes |  |
| Amicable Settlement | * 1. The parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of this contract and the success of the assignment. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or its interpretation. |
| Dispute Resolution | 14.2 Any dispute between the parties as to matters arising pursuant to this contract that cannot be settled amicably within thirty (30) days after the receipt by one party of the other party’s request for such amicable settlement may be submitted by either party for settlement in accordance with the provisions specified in the **SCC**. |
| 1. Commissions and Fees | 15.1 The consultant shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution and performance of this 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. |
| 1. Entire Agreement | 16.1 This contract contains all of the covenants, stipulations and provisions agreed to by the parties. No agent or representative of either party has the authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth in this contract. |
| 1. Commencement, Completion and Modification of Contract |  |
| Contract Entry into Force | 17.1 This contract shall come into full force, and be legally binding on the parties in all respects, on the date this contract is signed by the parties or such other date as may be stated in the **SCC**. |
| Effective Date and Commencement of Services | 17.2 The consultant shall commence the services on the date specified in the **SCC**, which shall be defined as the “effective date.” |
| Expiration of Contract | 17.3 Unless terminated earlier pursuant to GCC clause 21, this contract shall expire at the end of such time period after the effective date as specified in the **SCC**. |
| Modifications or Variations | 17.4 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. Pursuant to GCC sub-clause 48.1, however, each party shall give due consideration to any proposals for modification or variation made by the other party. |
| Substantial Modifications | 17.5 In cases of any of the below, the prior written consent of the Bank is required:   1. the contract value of a contract that did not require prior review (under the provisions of the Bank Procurement Guidelines) is raised to a value that would require the Bank’s prior review; 2. the original contract duration is extended, or 3. the original value of the contract is increased. |
| 1. Payments to Consultant |  |
| Contract Price | 18.1 Except as provided in GCC sub-clause 18.5, the total payment due to the consultant shall not exceed the contract price set forth in the **SCC** (as may be adjusted in accordance with the terms of the SCC). The contract price is an all-inclusive fixed-price covering all costs required to provide the services in accordance with the terms of this contract. The contract price may only be increased above the amounts stated in the SCC (including, without limitation, pursuant to the terms of GCC sub-clauses 11.4, 44.2 and 46.2) if the parties have agreed to additional payments in accordance with GCC sub-clauses 17.4, 17.5 and 18.4. |
| Currency of Payment | 18.2 The currency in which payments shall be made to the consultant under this contract shall be that in which the price of the proposal is expressed, unless other provisions specified in the **SCC**. |
| Terms, Condition and Mode of Billing and Payment | 18.3 Payments will be made to the account of the consultant and according to the payment schedule stated in **SCC 18.1** and against an invoice. An advance payment of up to 20% of the contract price can be made against an unconditional and irrevocable bank guarantee if so specified in the **SCC**. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the consultant has submitted an invoice to the Implementing Entity specifying the amount. In all cases, invoices shall be delivered to the Implementing Entity no later than thirty (30) days prior to the requested payment date and will not be deemed delivered until they are in form and substance satisfactory to the Implementing Entity. Payments will be made to the consultant within thirty (30) days of the date of receipt by the Implementing Entity of a valid and proper invoice or the date of the Implementing Entity’s acceptance of required deliverables (e.g. the delivery of reports), whichever is later. The consultant shall comply with any other instructions related to payment as may be reasonably requested by the Implementing Entity. |
| Payment for Additional Services | 18.4 For the purposes of determining the remuneration due for additional services as may be granted under GCC sub-clause 17.4, a breakdown of the contract price is provided in annexes D and E. |
| Interest on Delayed Payments  Penalties | 18.5 If the Implementing Entity has delayed payments beyond sixty (60) days after the payment date determined in accordance with GCC sub-clause 18.3, interest shall be paid to the consultant for each day of delay at the rate stated in the **SCC**.  The consultant is subject to financial penalties in case he fails to perform any of the services under the contract or didn’t make the staff or the equipment available as per the accepted time period stated in his accepted proposal, as specified in the **SCC**. |
| 1. Taxes and Duties | * 1. The regulation and applicability of taxes to this contract are specified in the **SCC**.   2. The consultant, the sub-consultants and their respective personnel, and their eligible dependents, shall follow the usual customs procedures of the Implementing Entity country in importing property into the Implementing Entity country.   3. If the consultant, the sub-consultants or any of their respective personnel, or their eligible dependents, do not withdraw, but dispose of any property in the Implementing Entity country upon which customs duties or other taxes have been exempted, the consultant, the sub-consultants or such personnel, as the case may be, (i) shall bear such customs duties and other taxes in conformity with applicable law, or (ii) shall reimburse such customs duties and taxes to the Implementing Entity if such customs duties and taxes were paid by the Implementing Entity at the time the property in question was brought into the Implementing Entity country.   4. Without prejudice to the rights of the consultant under this clause, the consultant, the sub-consultants and their respective personnel will take reasonable steps as requested by the Implementing Entity or the Promoter with respect to the determination of the tax status described in this GCC clause 19.   If the consultant is required to pay taxes that are exempt under the financing agreement or a related agreement, the consultant shall promptly notify the Implementing Entity (or such agent or representative designated by the Implementing Entity) of any taxes paid, and the consultant shall cooperate with, and take such actions as may be requested by the Implementing Entity, the Bank, or either of their agents or representatives, in seeking the prompt and proper reimbursement of such taxes.  19.6 The Implementing Entity shall use reasonable efforts to ensure that the Promoter provides the consultant, the sub-consultants, and their respective personnel the exemptions from taxation applicable to such persons or entities, in accordance with the terms of the financing agreement or related agreements. If the Implementing Entity fails to comply with its obligations under this paragraph, the consultant shall have the right to terminate this contract in accordance with GCC sub-clause 21.2(d). |
| 1. Suspension | * 1. The Implementing Entity may, by giving thirty (30) days’ written notice to the consultant, suspend all payments to the consultant under this contract 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 (a) shall specify the nature of the failure, and (b) shall request the consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the consultant of such notice of suspension. |
| 1. Termination |  |
| By the Implementing Entity | * 1. Without prejudice to any other remedies that may be available to it for breach of this contract, the Implementing Entity may, upon written notice to the consultant, terminate this contract in case of the occurrence of any of the events specified in sub-paragraphs (a) through (j) of this GCC sub-clause 21.1, and in the case of the occurrence of any of the events specified in paragraphs (i) or (j) of this GCC sub-clause 21.1, the Implementing Entity may suspend this contract.  1. If the consultant, in the judgment of the Implementing Entity or the Bank, fails to perform its obligations relating to the use of funds. Termination under this provision shall (i) become effective immediately upon delivery of the notice of termination and (ii) require that the consultant repay any and all funds so misused within a maximum of thirty (30) days after termination. 2. If the consultant does not remedy a failure in the performance of its obligations under this contract (other than failure to perform obligations relating to use of funds as set forth in GCC sub-clause 21.1(a) of this contract, which such failure shall not be entitled to a cure period) within thirty (30) days after delivery of the notice of termination or within any further period of time approved in writing by the Implementing Entity. Termination under this provision shall become effective immediately upon the expiration of the thirty (30) days (or such further period as may have been approved by the Implementing Entity) or on such later date as may be specified by the Implementing Entity. 3. If the consultant (or any member or sub-consultant) becomes insolvent or bankrupt, and/or fails to exist or is dissolved. Termination under this provision shall become effective immediately upon delivery of the notice of termination or on such other date as may be specified by the Implementing Entity in such notice of termination. 4. If the Implementing Entity or the Bank determines that the consultant, or any of its sub-consultants, personnel or any agent or affiliate of any of them has, directly or indirectly, engaged in prohibited practices pursuant to GCC 6. Termination under this provision shall become effective immediately upon delivery of the notice of termination. 5. If the purchaser becomes aware of any proven acts of sexual harassment, sexual exploitation and abuse by the consultant and/or its personnel, directly or through an agent, pursuant to GCC 26. 6. If, as the result of an event of force majeure, the consultant is unable to perform a material portion of the services for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the Implementing Entity. 7. If the Implementing Entity, in its sole discretion and for any reason whatsoever, decides to terminate this contract. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the Implementing Entity. 8. If the consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC clause 14. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the Implementing Entity. 9. If the financing agreement expires, is suspended or terminates in whole or in part in accordance with the terms of the financing agreement. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this contract is suspended pursuant to this GCC sub-clause 21.1(i), the consultant has an obligation to mitigate all expenses, damages and losses to the Implementing Entity during the period of the suspension. 10. If an event has occurred that would be grounds for suspension or termination under applicable law. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this contract is suspended pursuant to this GCC sub-clause 21.1(j), the consultant has an obligation to mitigate all expenses, damages and losses to the Implementing Entity during the period of the suspension. |
| By the Consultant | * 1. The consultant may terminate this contract, upon written notice to the Implementing Entity in accordance with the time periods specified below, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this GCC sub-clause 21.2.  1. If the Implementing Entity fails to pay any money due to the consultant pursuant to this contract that is not otherwise subject to dispute pursuant to GCC clause 14 hereof within forty-five (45) days after receiving written notice from the consultant that such payment is overdue. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the payment that is the subject of such notice of termination is made by the Implementing Entity to the consultant within such thirty (30) days. 2. If, as the result of an event of force majeure, the consultant is unable to perform a material portion of the services for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination. 3. If the Implementing Entity fails to comply with any final decision reached as a result of arbitration pursuant to GCC clause 14. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination. 4. If the consultant does not receive a reimbursement of any taxes that are exempt under the financing agreement within one hundred and twenty (120) days after the consultant gives notice to the Implementing Entity that such reimbursement is due and owing to the consultant. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the reimbursement that is the subject of such notice of termination is made to the consultant within such thirty (30) days. 5. If this contract is suspended in accordance with GCC sub-clauses 21.1(i) or (j) for a period of time exceeding three (3) consecutive months; provided that the consultant has complied with its obligation to mitigate in accordance with GCC sub-clauses 21.1(i) or (j) during the period of the suspension. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination. |
| 1. Payment Upon Termination | * 1. Upon termination of this contract pursuant to GCC sub-clauses 21.1 or 21.2, the Implementing Entity shall make, or cause to be made, the following payments to the consultant:  1. payment pursuant to GCC clause 18 for services satisfactorily performed prior to the effective date of termination; and 2. except in the case of termination pursuant to paragraphs (a) through (e) and (h) of GCC sub-clause 21.1, reimbursement of any reasonable cost (as determined by the Implementing Entity or the Bank) incidental to the prompt and orderly termination of this contract; provided, that in the case of suspension of this contract pursuant to GCC sub-clauses 21.1 (i) or (j), the consultant has complied with its obligation to mitigate in accordance with such clauses. |
| Disputes about Events of Termination | * 1. If either party disputes whether an event specified in paragraphs (a), (b), (c), (d), (e), (f) , or (h) of GCC sub-clause 21.1 or paragraphs (a) through (d) of GCC sub-clause 21.2 has occurred, such party may, within forty-five (45) days after receipt of notice of termination from the other party, refer the matter to dispute resolution in accordance with GCC clause 14, and this contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award. |
| Cessation of Rights and Obligations | * 1. Upon termination of this contract pursuant to GCC clause 21, or upon expiration of this contract pursuant to GCC sub-clause 17.3, all rights and obligations of the parties under this contract shall cease, except (a) such rights and obligations as may have accrued on the date of termination or expiration, (b) the obligation of confidentiality set forth in GCC clause 31, (c) the consultant’s obligation to permit inspection, copying and auditing of its accounts and records set forth in GCC clause 35 and any right or obligation which a party may have under the applicable law. |
| Cessation of Services | * 1. Upon termination of this contract by notice of either party to the other pursuant to GCC sub-clauses 21.1 or 21.2, 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 Implementing Entity, the consultant shall proceed as provided, respectively, by GCC clauses 32 or 39. |
| 1. Force Majeure |  |
| Definition | * 1. For the purposes of this contract, “force majeure” means an event or condition that (a) is not reasonably foreseeable and is beyond the reasonable control of a party, and is not the result of any acts, omissions or delays of the party relying on such event of force majeure, (or of any third person over whom such party has control, including any sub-consultant), (b) is not an act, event or condition the risks or consequence of which such party has expressly agreed to assume under this contract, (c) could not have been prevented, remedied or cured by such party’s reasonable diligence, and (d) makes such party’s performance of its obligations under this contract impossible or so impractical as to be considered impossible under the circumstances. |
| No Breach of Contract | * 1. The failure of a party to fulfil any of its obligations under this contract 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 (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this contract, and (b) has informed the other party as soon as practicable (and in no event later than five (5) days after the occurrence) about the occurrence of an event giving rise to a claim of force majeure. |
| Measures to be Taken | * 1. Subject to GCC sub-clause 23.6, a party affected by an event of force majeure shall continue to perform its obligations under this contract as far as is reasonably practical, and shall take all reasonable measures to minimize and otherwise mitigate the consequences of any event of force majeure. |
|  | * 1. A party affected by an event of force majeure shall provide 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.   2. 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. |
|  | * 1. During the period of its inability to perform the services as a result of an event of force majeure, the consultant, upon instructions by the Implementing Entity, shall either:  1. demobilize, in which case the consultant shall be reimbursed for additional costs it reasonably and necessarily incurred and, if the consultant is required by the Implementing Entity to reactive its performance of the services at the time of restoration of normal conditions, the additional costs the consultant reasonably and necessarily incurred as part of such reactivation; or 2. continue with the services to the extent 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. |
|  | * 1. In the case of disagreement between the parties as to the existence or extent of and event of force majeure, the matter shall be settled in accordance with GCC clause 14. |
| 1. E&S | * 1. The consultant shall ensure that its activities under the contract comply with the Bank’s environmental and social standards[[5]](#footnote-5) . |
| 1. Prohibition of Harmful Child Labor | * 1. The consultant shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral or social development. The consultant will identify the presence of all persons under the age of eighteen (18). Where applicable law does not specify a minimum age, the consultant shall ensure that children aged below 15 are not employed to perform work under this contract. Where applicable law diverges from this specified age standard, the higher age should apply. Children under the age of eighteen (18) will not be employed in hazardous work. All work of persons under the age of eighteen (18) will be subject to an appropriate risk assessment and regular monitoring of health, working conditions, and hours of work. |
| 1. Prohibition of Sexual Harassment, Sexual Exploitation and Abuse | * 1. The Bank requires that all beneficiaries of funding, including the Implementing Entity and any consultants, implementing partners, service providers, suppliers, sub-suppliers, contractors, sub-contractors, sub-consultants, and any of their agents (whether declared or not) and personnel comply with the Bank Policy to Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse. Implementing Entities, suppliers and consultants shall take all appropriate measures to prevent and prohibit sexual harassment and sexual exploitation and abuse on the part of their personnel and subcontractors or anyone else directly or indirectly employed by them or any of subcontractors in the performance of the contract. Implementing Entity and consultants shall immediately report to the Implementing Entity or the Bank any incidents of sexual harassment and sexual exploitation and abuse arising out of or in connection with the performance of the contract or prior to its execution, including convictions, disciplinary measures, sanctions or investigations. The Implementing Entity may take measures, including immediate termination of the contract, against the consultant, its personnel or any subcontractors, if at any time the Implementing Entity becomes aware of proven acts of sexual harassment, sexual exploitation and abuse by the consultant and/or its personnel, directly or through an agent, in competing for, or in performance of, this contract. |
| 1. Non-Discrimination and Equal Opportunity | * 1. The Implementing Entity adheres to the principle of equal opportunity and fair treatment in its employment practices. The Implementing Entity expects that the consultant shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. Personal characteristics include sex, race, nationality, ethnic, social and indigenous origin, religion or belief, disability, age, sexual orientation, and gender identity. The Implementing Entity expects that the consultant shall base its employment decisions on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. |
| 1. Grievance Mechanism for Consultant and Subcontractor Personnel | * 1. The consultant shall provide a grievance mechanism for personnel, including sub-consultant staff if a separate sub-consultant grievance mechanism does not exist, to raise workplace concerns. The consultant shall inform its personnel of the grievance mechanism at the time of recruitment and make it easily accessible to them. The mechanism should involve an appropriate level of management and address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned, without any retribution. The mechanism should also allow for anonymous complaints to be raised and addressed. The mechanism should not impede access to other judicial or administrative remedies that might be available under the law or through existing arbitration procedures, or substitute for grievance mechanisms provided through collective agreements. |
| 1. Standard of Performance | * 1. The consultant shall perform the services and carry out its obligations under this contract 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 faithful adviser to the Implementing Entity, and shall at all times support and safeguard the Implementing Entity’s legitimate interests in any dealings with sub-consultants or third parties. |
| Law Governing Services | * 1. The consultant shall perform the services in accordance with applicable law and shall take all practicable steps to ensure that any sub-consultants, as well as the personnel of the consultant and any sub-consultants, comply with the applicable law. The law shall be specified in the **SCC.** |
| 1. Conflict of Interest | * 1. The consultant shall hold the Implementing Entity’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or its own corporate interests. |
| Consultant Not to Benefit from Commissions, Discounts, etc. | * 1. The payment of the consultant pursuant to GCC clause 18 shall constitute the consultant’s only payment in connection with this contract and, subject to GCC clause 30.3, 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 under this contract, and the consultant shall use its best efforts to ensure that any sub-consultants, as well as the personnel and agents of either of them, similarly shall not receive any such additional payment. |
|  | * 1. Furthermore, if the consultant, as part of the services, has the responsibility of advising the Implementing Entity on the procurement of goods, works or services, the consultant shall comply with the Bank Procurement Guidelines available on the Bank website at [[*www.eib.org/attachments/strategies/guide\_to\_procurement\_en.pdf*](http://www.eib.org/attachments/strategies/guide_to_procurement_en.pdf) ] and shall at all times exercise such responsibility in the best interest of the Implementing Entity. Any discounts or commissions obtained by the consultant in the exercise of such procurement responsibility shall be for the account of the Implementing Entity. |
| Consultant and Affiliates Not to Engage in Certain Activities | * 1. 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 services (other than services) resulting from or directly related to the services. |
| Prohibition of Conflicting Activities | * 1. The consultant shall not engage, and shall cause its personnel as well as its sub-consultants and their personnel 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. |
| 1. Confidential Information; Rights of Use | * 1. Except with the prior written consent of the Implementing Entity, or as may be required to comply with applicable law, the consultant and its personnel shall not (and shall cause any sub-consultants and their personnel not to) at any time (a) communicate to any person or entity any confidential information acquired in the course of the Services, or (b) make public the recommendations formulated in the course of, or as a result of, the services. |
|  | * 1. The consultant and its personnel shall not (and shall cause any sub-consultants and their personnel not to), without the previous written consent of the Implementing Entity, disclose this contract, or any provision of this contract, or any specification, plan, drawing, pattern, sample or information provided by or on behalf of the Implementing Entity in connection therewith, to any person other than a person employed by the consultant in the performance of this contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. |
|  | * 1. The consultant and its personnel shall not (and shall cause any sub-consultants and their personnel not to), without the previous written consent of the Implementing Entity, make use of any document or information related to or delivered in connection with this contract, except for the purpose of performing this contract. |
|  | * 1. Any document related to or delivered in connection with this contract, other than this contract itself, shall remain the property of the Implementing Entity and shall be returned (including, except as provided in GCC clause 32, all the copies) to the Implementing Entity on completion of the consultant’s performance under this contract. |
| 1. Documents Prepared by the Consultant to be the Property of the Implementing Entity | * 1. All plans, drawings, specifications, designs, reports, other documents and software prepared by the consultant under this contract shall become and remain the property of the Implementing Entity, and the consultant shall, not later than upon termination or expiration of this contract, deliver all such documents to the Implementing Entity, together with a detailed inventory thereof in accordance with this GCC sub-clause 32.1 and sub-clause 31.4, and in format and substance specifically required in the terms of reference. The consultant may retain a copy of such documents and software, and use such software for its own use with prior written approval of the Implementing Entity. If license agreements are necessary or appropriate between the consultant and third parties for purposes of the development or use of any such computer programs, the consultant shall obtain the Implementing Entity’s prior written approval to such agreements, and the Implementing Entity 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.** |
| 1. Liability of the Consultant | * 1. Subject to additional provisions, if any, set forth in the **SCC**, the consultants’ liability under this contract shall be provided by the applicable law. |
| 1. Insurance to be taken out by the Consultant | * 1. The consultant (a) 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 Implementing Entity, insurance against the risks, and for the coverage specified in the **SCC,** and (b) at the Implementing Entity’s request, shall provide evidence to the Implementing Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid. The consultant shall ensure that insurance is in place prior to commencing the services as stated in GCC sub-clause 17.2. |
| 1. Accounting, Inspection and Auditing | * 1. The consultant shall keep accurate and systematic accounts and records in respect of the provision of the services under this contract, and internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, receipt and use of goods and services and the bass thereof, together with a detailed inventory thereof. |
| Reporting Obligations | * 1. The consultant shall maintain such books and records and submit to the Implementing Entity the reports, documents and other information specified in annex B, in the form, in the numbers and within the time periods set forth in such annex. The consultant shall submit to the Implementing Entity such other reports, documents and information as may be requested by the Implementing Entity from time to time. Final reports shall be delivered in an electronic form specified by the Implementing Entity in addition to the hard copies specified in annex B. The consultant consents to the Implementing Entity’s sharing of the reports, documents and information delivered by the consultant pursuant to this contract with the Bank and the government. |
| 1. Consultant’s Actions Requiring the Implementing Entity’s Prior Approval | * 1. In addition to any modification or variation of the terms and conditions of this contract pursuant to GCC sub-clause 17.4, the consultant shall obtain the Implementing Entity’s prior approval in writing before taking any of the following actions:  1. any change or addition to the personnel listed in annex C; 2. in accordance with GCC clause 5.1 above, entering into a subcontract with a sub-consultant for the performance of a major item of the services; and 3. any other action that may be specified in the SCC. |
| 1. Obligations with Respect to Subcontracts | * 1. Notwithstanding the Implementing Entity’s approval for the consultant to enter into a subcontract pursuant to GCC clause 36, the consultant shall retain sole and full responsibility for the services and all payments due to subcontractors thereof. In the event that any sub-consultants are found by the Implementing Entity to be incompetent or incapable in discharging assigned duties, the Implementing Entity may require that the consultant provide a replacement, with qualifications and experience acceptable to the Implementing Entity, or to resume the performance of the services itself. |
| 1. Use of Funds | * 1. The consultant shall ensure that its activities do not violate provisions relating to use of funds and the prohibition of activities likely to cause a significant environmental, health or safety hazard. |
| 1. Equipment, Vehicles and Materials Furnished by the Implementing Entity | * 1. Equipment, vehicles and materials made available to the consultant by the Implementing Entity or purchased by the consultant wholly or partly with funds provided by the Implementing Entity, shall be the property of the Implementing Entity and shall be marked accordingly. Upon termination or expiration of this contract, the consultant shall make available to the Implementing Entity an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Implementing Entity’s instructions. While in possession of such equipment, vehicles and materials, the consultant, unless otherwise instructed by the Implementing Entity in writing, shall insure them in an amount equal to their full replacement value. |
| 1. Equipment and Materials Provided by the Consultant | * 1. Equipment, vehicles or materials brought into the Implementing Entity country by the consultant, sub-consultants and personnel, or purchased by them without funds provided by the Implementing Entity and used either for provision of the services or personal use shall remain the property of the consultant, its sub-consultants or the personnel concerned, as applicable. |
| 1. Assistance and Exemptions | * 1. Unless otherwise **specified in the SCC**, the Implementing Entity shall use its best efforts to ensure that the government shall:  1. Provide the consultant, sub-consultants and personnel with work permits and such other documents as shall be necessary to enable the consultant, sub-consultants or personnel to perform the services. 2. Arrange for the personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the government’s country. 3. Facilitate prompt clearance through customs of any property required for the services and of the personal effects of the personnel and their eligible dependents. 4. To the extent permitted by applicable law, exempt the consultant, sub-consultants and their personnel employed for the services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity. 5. Grant to the consultant, sub-consultants and their personnel the privilege, pursuant to the applicable law, of bringing into the Implementing Entity country reasonable amounts of foreign currency for the purposes of the services or for the personal use of the personnel and their dependents and of withdrawing any such amounts as may be earned therein by the personnel in the execution of the services. |
| 1. Access to Land | * 1. The Implementing Entity warrants that the consultant, sub-consultants and their personnel shall have, free of charge, unimpeded access to all land in the Implementing Entity country in respect of which access is required for the performance of the services. The Implementing Entity will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the consultant, sub-consultants and their personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the consultant or sub-consultants or their personnel. |
| 1. Change in the Applicable Law Related to Taxes and Duties | * 1. If, after the date of this contract, there is any change in the applicable law with respect to taxes and duties which increases or decreases the cost incurred by the consultant in performing the services, payments to the consultant shall not be immediately adjusted. However, the consultant shall promptly notify the Implementing Entity (or such agent or representative designated by the Implementing Entity) of any taxes paid, and the consultant shall cooperate with, and take such actions as may be requested by the Implementing Entity, or its agents or representatives, in seeking the prompt and proper reimbursement of such taxes through subsequent payments that become due to the consultant. |
| 1. Services, Facilities and Property of the Implementing Entity | * 1. The Implementing Entity shall make available to the consultant and the personnel, for the purposes of performing the services and free of any charge, the services, facilities and property described in annex F at the times and in the manner specified in annex F. |
|  | * 1. In case that such services, facilities and property shall not be made available to the consultant as and when specified in annex F, the parties shall agree on (a) any time extension that it may be appropriate to grant to the consultant for the performance of the services, (b) the manner in which the consultant shall procure any such services, facilities and property from other sources, and (c) the additional payments, if any, to be made to the consultant as a result thereof pursuant to GCC sub-clause 18.1. |
| 1. Payment | * 1. In consideration of the services performed by the consultant under this contract, the Implementing Entity shall make to the consultant payments in the manner provided in GCC clause 18. |
| 1. Counterpart Personnel | * 1. The Implementing Entity shall make available to the consultant free of charge such professional and support counterpart personnel, to be nominated by the Implementing Entity with the consultant’s advice, if specified in annex F. |
|  | * 1. If counterpart personnel are not provided by the Implementing Entity to the consultant as and when specified in annex F, the Implementing Entity and the consultant shall agree on (a) how the affected part of the services shall be carried out, and (b) the additional payments, if any, to be made by the Implementing Entity to the consultant as a result thereof pursuant to GCC sub-clause 18.1. |
|  | * 1. Professional and support counterpart personnel, excluding the Implementing Entity’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 Implementing Entity shall not unreasonably refuse to act upon such request. |
| 1. Good Faith | * 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. |
| 1. Operation of the Contract | * 1. The parties recognize that it is impractical in this contract to provide for every contingency which may arise during the life of this contract, and the parties hereby agree that it is their intention that this contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this contract either party believes that this contract is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness. |

Section VIII. Special Conditions of Contract

The clauses of the SCC amend, and supplement the clauses in the general conditions of contract of this contract

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| **GCC 1.1** | (a) “Applicable law” means the laws and any other instruments having the force of law in *Arab Republic of Egypt*, as they may be issued and in force from time to time.  (e) “Implementing Entity country” means the country of *Arab Republic of Egypt*.  (q) “Local currency” means *Egyptian Pound*. |
| **GCC 3.1** | This contract shall be executed in the English language yes *[√ ]* no *[ ]* and in *Arabic* yes *[√ ]* no *[]*. |
| **GCC 4.1** | The addresses for serving notices under this contract are:  For the Implementing Entity:  *[insert full legal name of the Implementing Entity]*  Att.:  Address:  Email:  For the consultant:  *[insert full legal name of the consultant]*  Att.:  Address:  Email: |
| **GCC 9.1** | The member in charge is *[insert name of member]*  *[Note: if the consultant consists of a joint venture or another association of more than one entity, the name of the entity whose address is specified in SCC 10.1 should be inserted here. If the consultant consists only of one entity, this is not applicable.]* |
| **GCC 10.1** | The authorized representatives are:  For the Implementing Entity:  *[insert full legal name of the Implementing Entity]*  Att.: *[insert name of the Implementing Entity representative]*  Address:  Email:  For the consultant:  *[insert full legal name of the consultant]*  Att.: *[insert name of the Implementing Entity representative]*  Address:  Email: |
| **GCC 11.5** | A resident project manager (Team Leader) and a resident deputy Team Leader (Technical office manager) *shall* be required for the whole duration of this contract. |
| **GCC 14.2** | In case an amicable settlement of the dispute is not reached within 30 days, the mediation rules of the Cairo Regional Centre for International Commercial Arbitration “CRCICA” can be followed, or a joint mediation committee may be formed within 30 days from the date of the end of the amicable settlement period, including a representative of each of the two contract parties. The representatives shall select a neutral third party, technical or financial, to chair the committee, and the committee shall study the disputes between the two parties and propose appropriate solutions thereto. The committee shall prepare a report on its conclusions within 30 days from the date of its formation, and the report shall be presented to the two parties for approval within 30 days of the completion of the mediation process.  If a settlement of the disputes between the two parties is not reached in accordance with the previous paragraph, any of the parties to the contract may resort to arbitration, taking into account the following controls:   * Arbitration is conducted within the Arab Republic of Egypt at the Cairo Regional Center for International Commercial Arbitration “CRCICA” and in accordance with the rules in force at the center. * The right to resort to arbitration for the foreign party is limited to its legal representative only. * Arbitration procedures, notes, pleadings, and arbitral award are written in Arabic with an accredited English translation attached. * The arbitration award shall be final and binding on both parties to the contract   The parties to the contract are committed to continuing to implement their contractual obligations regularly whenever possible - until the dispute is resolved. |
| **GCC 17.1** | This contract shall enter into force on the date of signing of the contract by both parties. |
| **GCC 17.2** | The commencement date shall be *15 days after contract signature*. |
| **GCC 17.3** | The contract shall expire on *[insert planned date of completion of the services]*. |
| **GCC 18.1** | The amount of the contract is xxxxx *[Euro]* (the “contract price”).  The account number:  For Euro: *[insert account number]*  For local currency: *[insert account number]*   * + 1. An advance payment against an unconditional and irrevocable bank guarantee “issued from any bank located in Egypt” *shall* be made, amounting to *20%* of the total contract price.     2. Payments for the design deliverables (in lump-sum): shall be made according to the following schedule of the amounts included in the contract: * Milestone (1): Submission of the combined tender evaluation report of Tanta WWTP (against the Bank’s no objection where applicable) and support in award and signage of the successful contractor. …………………… (insert amount) * Milestone (2): Submission of rehabilitation report and Tender documents for MBH WWTP rehabilitation works. Payment will be made on approval of submissions and the Bank’s no objection where applicable ………….(insert amount) * Milestone (3): Submission of MBH WWTP combined tender evaluation report and (against the Bank’s no objection where applicable) support in award and signage of the successful contractor. ………… (insert amount)   + 1. Periodic Payments for supervision activities in time-based: *monthly payments*   Payment of professional fees: *monthly timesheets of actual experts’ time allocated to the assignment and signed by the consultant and approved by the Implementing Entity*  Payment of reimbursables: *against invoices/evidence of actual expenditure submitted by the consultant on monthly basis*   * + 1. Payment of 10% of the Contract amount of the design and supervision fee without provisional fees, will be due on certification and acceptance of the Completion of works (Construction, completion & outstanding defects report) where more than one Works Contract is under the Consultant’s supervision and each package may not all be completed at the same time, payment may be invoiced for each whole Works Contract completion at the rate proportional to the ratio of the value of the completed section to the total value of the Works under the Consultant’s supervision.     2. Final payment of approximately 5% of the Contract Fee without provisional fees, after acceptance by the Promotor of the Final Construction Completion & Handover (after the Defects Liability Report) and submission of the final invoice. |
| **GCC 18.2** | **Currency of Payment**  Based on the origin of the implemented contract’s components, the components from outside the country will be paid in Euro, Whereas the local components will be paid in EGP equivalent using the exchange rate if the Central Bank of Egypt at the date of invoice. |
| **GCC 18.5** | **Interest on Delayed Payments:**  The interest rate to be applied in the case of late payments is:  the interest rate that shall be applied is Loan interest rate according to the system of the Central Bank in the Arab Republic of Egypt on the date upon which the payment deadline was due.  **Penalties:**  If the Consultant fails to perform any of the services under this contract within the requisite time period stated in the Form TECH-9. Work Schedule and Deliverables Schedule, for reasons he must warrant, the Implementing Entity shall be authorised to apply a penalty of 0.5% of the Order Value for every week of delay, subject to a cap of 8% of the Order Value. Beyond such penalty, the Implementing Entity may not bring any further claims arising from the delay in the performance of the Services. The Implementing Entity’s right of termination shall remain unaffected.  If the consultant fails to mobilize in time any of the staff as per Form TECH-8. Staffing Schedule (Key Professional Personnel and Support Staff), the Implementing Entity has the right to apply a penalty equal to the daily remuneration/day of each immobilised staff.  If the consultant fails to secure the availability of the services and facilities that he should provide on a due time as per the contract. The Implementing Entity may apply the following penalties:   * Replacement of Personnel: in addition to article GCC 13, the Implementing Entity has the right to pay up to 80% only of the total fee rate of the replaced personnel. * Home office space: 1000 EGP/day or equivalent in Euro. * Laptops and IT equipment for CONSULTANT team: 500 EGP/week for each or equivalent in Euro. * Vehicles: 1000 EGP/day for each vehicle or equivalent in Euro. * Any other facility or service: 500 EGP/day or equivalent in Euro.   The applicable exchange rate is the Central Bank of Egypt, 7 days prior to the date of payment or the invoice date. |
| **GCC 19.1** | The contract is exempted from tax. The relevant exemption document will be provided upon signing the contract |
| **GCC 29.2** | *The law of the Arab Republic of Egypt* |
| **GCC 32.1** | *Not applicable* |
| **GCC 33.1** | The consultants’ liability under this contract shall be in accordance to the Egyptian law. |
| **GCC 34.1** | The risks and the minimum coverage shall be as follows:  professional indemnity insurance, with a minimum coverage of *110% of the contract price*;   1. At its own expense, the Consultant shall indemnify, protect and defend, the Contracting Authority, its agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Consultant in the performance of the services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights. 2. At its own expense, the Consultant shall indemnify, protect and defend the Contracting Authority, its agents and employees, from and against all actions, claims, losses or damages arising out of the Consultant's performance of the contract provided that: 3. the Consultant is notified of such actions, claims, losses or damages not later than 30 days after the Contracting Authority becomes aware of them; 4. the ceiling on the Consultant's liability to the Contracting Authority shall be limited to an amount equal to the contract value, and such ceiling shall not apply to any losses or damages caused to third parties by the Consultant or by the Consultant's wilful misconduct; 5. the Consultant's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure. 6. At its own expense, the Consultant shall, upon request of the Implementing Entity, remedy any defect in the performance of the services in the event of the Consultant's failure to perform its obligations under the contract. 7. The Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by: 8. the Contracting Authority omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Consultant, or requiring the Consultant to implement a decision or recommendation with which the Consultant disagrees or on which it expresses a serious reservation; or 9. the improper execution of the Consultant's instructions by agents, employees or independent Consultants of the Implementing Entity. 10. The Consultant shall remain responsible for any breach of its obligations under the contract for such period after the services have been performed as may be determined by the Egyptian law. |
| **GCC 36.1** | *The consultant must have the approval of the Implementing Entity and the Project Implementation Consultant “PIC” for any change that might affect the original scope of the contract (i.e., time, quantities, determinations …. etc.)* |
| **GCC 41.1** | *Not applicable* |

**Annexes to Contract**

**Annex A: Description of Services**

*[Note to Implementing Entity: give detailed descriptions of the services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by the Implementing Entity, etc. This description of services is to be based on the TOR issued with the RFP and incorporates changes agreed upon during negotiations. It must be noted that this description of services takes precedence over the consultant’s proposal, so any changes recommended or requested by the consultant in its proposal do not alter the services the consultant is required to perform unless agreed to during negotiations and incorporated into this description of services.]*

This annex A shall incorporate by reference: the proposal dated *[insert date of awarded proposal]* submitted by *[insert name of consultant awarded the contract]* in connection with the competition for this contract (the “proposal”). In the event of any inconsistency between this description of services and the proposal, the priority of interpretation shall be given to this description of services.

**Annex B: Reporting Requirements**

The Consultant shall submit reports as specified in the Terms of Reference, item 7. Reports and Schedule of Deliverables.

**Annex C: Key Professional Personnel and Subcontract**

*[Note: List under]*:

D-1 Titles *[and names, if already available]*, detailed job descriptions and minimum qualifications of foreign key professional personnel to be assigned to work in *[insert country]*, and estimated staff-months for each.

D-2 Same as D-1 for foreign key professional personnel to be assigned to work outside *[insert country]*.

D-3 List of approved sub-consultants (if already available) and same information with respect to their personnel as in D-1 or D-2.

D-4 Same information as D-1 for local key professional personnel.

D-5 Working hours, holidays, sick leave and vacations, as provided for in GCC clause 12 (if applicable)

**Annex D: Breakdown of Contract Price in Euro € Currency**

*[Note: list here the monthly rates for personnel (key professional personnel and other personnel) which will be the basis for payment in time-based contracts (FIN-4) OR, activity and deliverable costs used to arrive at the breakdown of the price - Euro currency (from form FIN-4) in lump sum contracts.]*

**Annex E: Breakdown of Contract Price in Local Currency**

*[Note: list here the monthly rates for personnel (key professional personnel and other personnel, activity and deliverable costs used to arrive at the breakdown of the price - local currency portion (from form FIN-4).]*

*In time-based contracts include here the reimbursables form (Fin-5)*

*In lump sum contracts the reimbursables are fixed and are included in the prices offered per deliverable. The Form FIN -5 can be included only in case additional services may be requested from the consultant.*

**Annex F: Services and Facilities to be Provided by the Implementing Entity**

* *Gharbia WSC will take the full responsibility of issuing all the required permits and governmental authorizations to the consultant and to the contractor during the implementation.*
* *The Project Implementation Consultant “PIC” in collaboration with Gharbia WSC will provide the consultant with a copy of the following:*
  + *The Project Procedures Manual*
  + *The Standard Tender Document (Works contracts templates and Supplies contracts templates)*
  + *The Internal legislation of Gharbia Water and Wastewater Co.*

**Annex G: Self-Certification Form**

This self-certification form is to be completed by the consultant. The consultant shall submit the completed form together with the signed contract agreement to *[insert name of procuring entity]*. Instructions for completing this form are provided below.

|  |  |
| --- | --- |
| Full legal name of consultant: |  |
| Full legal name of consultant's legal representative and position: |  |
| Full name and number of contract: |  |
| Project with which contract was signed: |  |
| Country: |  |
| Date: |  |

I hereby certify that I am the authorized representative of *[name of the consultant]*, as well as that the information provided herein is true and accurate in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this self-certification may result in sanctions and remedies, including the suspension or termination of the contract between the consultant and the procuring entity, as well as the permanent ineligibility to participate in the Bank-financed and/or the Bank-managed activities and operations, in accordance with the Bank Procurement Guidelines, the Bank Procurement Guidlines and other applicable policies, including **the Bank’s Anti-Fraud Policy** (accessible at <https://www.eib.org/en/publications/anti-fraud-policy.htm> ).

**Authorized signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed name of signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |
| --- |
| * The consultant certifies that itself, including its director(s), partner(s), proprietor(s), key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NOT** engaged in fraudulent, corrupt, collusive, coercive or obstructive practices, in connection with the present procurement process and this contract. * The consultant certifies that its director(s), proprietor(s), and personnel, and the personnel of its agents, sub-consultants, sub-contractors, consortium and joint venture partners are **NOT** subject to a criminal conviction, administrative sanctions or investigations for incidents of sexual harassment and sexual exploitation and abuse. * The consultant certifies that itself, its proprietor(s), agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NO** actual, potential or reasonably perceived conflicts of interest and specifically that they: * Do not have any actual or potential, and do not reasonably appear to have, at least one controlling partner in common with one or more other parties in the bidding process or the execution of the contract; * Do not have any actual or potential, and do not reasonably appear to have the same legal representative as another consultant for purposes of this proposal or execution of the contract; * Do not have any actual or potential, and do not reasonably appear to have a relationship, directly or through common third parties, that puts them in a position to have access to undue or undisclosed information about or influence over the proposal process and the execution of the contract, or influence the decisions of the procuring entity regarding the selection process for this procurement or during the execution of the contract; * Do not participate and do not potentially or reasonably appear to participate in more than one proposal in this process; and * Do not have any actual or potential, and do not reasonably appear to have, a business or family relationship with, a member of the procuring entity’s board of directors or its personnel , the Bank or its personnel, or any other individual that was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of the bidding document, (ii) the selection process for this procurement, or (iii) execution of the contract, unless the actual, potential or reasonably conflict stemming from this relationship has been explicitly authorized by the Bank in writing. * **[To be completed only if the previous boxes were not checked]**   The consultant declares the following actual, potential or reasonably perceived conflicts of interest, that may affect, or might reasonably be perceived by others to affect, impartiality in any matter relevant to the procurement process, including the selection process and the execution of the contract, with the understanding and acceptance that any action upon this disclosure shall be entirely under the Bank’s discretion:  [provide detailed description of any actual, potential or reasonably perceived conflicts of interest including their nature and the personnel, proprietor(s), agents, sub-consultants, sub-contractors, consortium or joint venture partners affected.]   * The consultant certifies that **NO** gratuities, fees, commissions, gifts or anything else of value, other than those shown in the bid, have been paid or exchanged or are to be paid or exchanged with respect to the present procurement process and this contract.   **OR**   * **[To be completed only if the previous box was not checked]**   The consultant declares that the following gratuities, fees, commissions, gifts or anything else of value have been exchanged, paid or are to be exchanged or paid with respect to the present procurement process and this contract:   * [Name of Recipient/Address/Date/Reason/Amount] * [Name of Recipient/Address/Date/Reason/Amount] * The consultant acknowledges and accepts to notify the procuring entity in the event of any material change in connection with this self-certification form throughout the duration of the contract. |

**Contract Forms**

1. **Notice of Intent to Award**

*[This notice of intent to award shall be sent to each consultant that submitted a proposal and shall be addressed to the authorized representative as stated in the instructions to consultants.*

*Delete all paragraphs written in red font and/or insert the relevant information.*

*Insert the date of transmission to consultants. It must be sent to all consultants simultaneously. This means on the same date and as close to the same time as possible.]*

For the attention of the consultant’s authorized representative

Name: *[insert authorized representative’s name]*

Address: *[insert authorized representative’s address]*

Telephone/Fax numbers: *[insert authorized representative’s telephone/fax numbers]*

Email Address: *[insert authorized representative’s email address]*

**DATE OF TRANSMISSION**: *[insert date]*

**Procuring entity:** *[insert the name of the procuring entity]*

**Procurement title:** *[insert]*

**Ref no:** *[insert]*

This notice of intent to award (NOITA) notifies you of our decision to award the above contract to *[insert the successful consultant]* subject to successful negotiations.

Please note that this notice does not constitute any contract between the procuring entity and the consultant and neither establishes any legal rights or obligations for the procuring entity or consultant Please note that this notice does not constitute any contract between the procuring entity and the consultant and neither establishes any legal rights or obligations for the procuring entity or consultant.

***[Important: provide the results of the evaluation and the prices of each consultant [if applicable] in this NOITA].***

|  |  |  |  |
| --- | --- | --- | --- |
| Name of consultant | Points scored | proposal price | Evaluated proposal price  *(if applicable)* |
| *[insert name]* | *[insert points]* | *[insert proposal price]* | *[insert evaluated price]* |
| *[insert name]* | *[insert points]* | *[insert proposal price]* | *[insert evaluated price]* |
| *[insert name]* | *[insert points]* | *[insert proposal price]* | *[insert evaluated price]* |
| *[insert name]* | *[insert points]* | *[insert proposal price]* | *[insert evaluated price]* |
| *[insert name]* | *[insert points]* | *[insert proposal price]* | *[insert evaluated price]* |

If your proposal has not been successful, you may request a debriefing in relation to the results of the evaluation of your proposal. If you decide to request a debriefing, your written request must be made within *[insert number of stated in the request for proposals and see Annex 8 in the Bank Procurement Guide for more information]* business days of receipt of this NOITA.

If your request for a debriefing is received within the deadline above, we will provide the debriefing within *[insert number stated in the request for proposals and see Annex 8 in the Bank Procurement Guide for more information]* business days of receipt of your request.

The debriefing may be in writing, by video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

The period within which you can protest the procurement proceedings lasts *[insert number stated in the request for proposals and see Annex 8 in the Bank Procurement Guide for more information]* business days after the date of transmission of this NOITA.

Yours sincerely,

Authorised Official

1. **Bank Guarantee Form for Advance Payment**

To: *[insert name of Implementing Entity] [insert name of contract]*

Gentlemen:

In accordance with the payment provision included in the special conditions of contract, which amends clause 18 of the general conditions of contract to provide for advance payment, *[insert name and address of consultant]* (hereinafter called “the Consultant”) shall deposit with the Implementing Entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of *[insert amount of guarantee in figures and words]*.

We, the *[insert bank or financial institution]*, as instructed by the Consultant, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Implementing Entity on its first demand without whatsoever right of objection on our part and without its first claim to the Consultant, in the amount not exceeding *[insert amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between the Implementing Entity and the Consultant, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Consultant under the contract until *[insert date]*.

Yours truly,

Signature and seal of the guarantors

*[name of bank or financial institution]*

*[address]*

*[date]*

1. **ENVIRONMENTAL AND SOCIAL COVENANT**

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

Labour standards. We further commit to the principles of the eight Core ILO standards[[6]](#footnote-6) pertaining to: child labour, forced labour, non-discrimination and freedom of association and the right to collective bargaining. We will (i) pay rates of wages and benefits and observe conditions of work (including hours of work and days of rest) which are not lower than those established for the trade or industry where the work is carried out; and (ii) keep complete and accurate records of employment of workers at the site.

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

Occupational and Public Health, Safety and Security. We commit to (i) complying with all applicable health and safety at work laws in the country of implementation of the contract; (ii) developing and implementing the necessary health and safety management plans and systems, in accordance with the measures defined in the Project’s Environmental and Social Management Plan (ESMP) and the ILO Guidelines on occupational safety and management systems[[7]](#footnote-7); (iii) providing workers employed for the project access to adequate, safe and hygienic facilities as well as living quarters in line with the provisions of Standard 9 of the EIB’s Environmental and Social Handbook for workers living on-site; and (iv) using security management arrangements that are consistent with international human rights standards and principles, if such arrangements are required for the project.

Protection of the Environment. We commit to taking all reasonable steps to protect the environment on and off the site and to limit the nuisance to people and property resulting from pollution, noise, traffic and other outcomes of the operations. To this end, emissions, surface discharges and effluent from our activities will comply with the limits, specifications or stipulations as defined in [insert name of the relevant document][[8]](#footnote-8) and the international and national legislation and regulations applicable in the country of implementation of the contract.

Environmental and social performance. We commit to (i) submitting [insert periodicity as indicated in the tender documents] environmental and social monitoring reports to [insert name of the Contracting Authority]; and (ii) complying with the measures assigned to us as set forth in the environmental permits [insert name of the relevant document if applicable][[9]](#footnote-9) and any corrective or preventative actions set forth in the annual environmental and social monitoring report. To this end, we will develop and implement an Environmental and Social Management

System commensurate to the size and complexity of the Contract and provide [insert name of the Contracting Authority] with the details of the (i) plans and procedures, (ii) roles and responsibilities and (iii) relevant monitoring and review reports.

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

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

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

Name In the capacity of

Signed

Duly authorised to sign the contract for and on behalf of

Date

1. **COVENANT OF INTEGRITY**

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

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

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

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

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

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

For the purpose of this Covenant, Prohibited Conduct has the meaning provided in the EIB’s Anti-Fraud Policy[[10]](#footnote-10)

1. [EIB Group Anti-Fraud Policy](https://www.eib.org/en/publications/anti-fraud-policy) can be downloaded via “<https://www.eib.org/en/publications/anti-fraud-policy>” [↑](#footnote-ref-1)
2. <https://www.eib.org/en/publications/eib-environmental-and-social-standards> [↑](#footnote-ref-2)
3. <https://www.eib.org/en/publications/anti-fraud-policy> [↑](#footnote-ref-3)
4. Amount must coincide with the ones indicated under total price of form FIN-2 [↑](#footnote-ref-4)
5. <https://www.eib.org/en/publications/eib-environmental-and-social-standards> [↑](#footnote-ref-5)
6. http://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang-- en/index.htm [↑](#footnote-ref-6)
7. <http://www.ilo.org/safework/info/standards-and-instruments/WCMS_107727/lang--en/index.htm> [↑](#footnote-ref-7)
8. For instance: ESIA (Environmental and Social Impact Assessment) and ESMP (Environmental and Social Management Plans). [↑](#footnote-ref-8)
9. For instance: ESIA (Environmental and Social Impact Assessment) and ESMP (Environmental and Social Management Plans). [↑](#footnote-ref-9)
10. EIB’s Anti-Fraud Policy for definitions (<http://www.eib.org/infocentre/publications/all/anti-fraud-policy.htm>). [↑](#footnote-ref-10)