

REPUBLIC OF SOUTH SUDAN
MINISTRY OF GENERAL EDUCATION & INSTRUCTION

CONTRACT FOR CONSULTANT'S SERVICES

Project Name: Building Skills for Human Capital Development in South Sudan
Grant No. E1800

Assignment Title: Assessment Design & Supervision of Rehabilitation of Schools in
Greater Bahr El Ghazal

Contract No. SS-MOGEI-525257-CS-CDS
between

Ministry of General Education and Instruction

and

BizSolutions 360 Inc.

Dated: 11th September, 2026

This CONTRACT (hereinafter called the “Contract”) is made the **11th** day of the month of **September, 2026**, between, on the one hand, Ministry of General Education & Instruction (hereinafter called the “Client”) and, on the other hand, BizSolutions 360 Inc. (hereinafter called the “Consultant”).

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received grant from the International Development Association (IDA) toward the cost of the Services and intends to apply a portion of the proceeds of this grant to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the grant agreement, including prohibitions of withdrawal from the grant account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the grant agreement or have any claim to the grant proceeds;
- (d) the Parties have agreed to the following Contract value and performance schedule:

The total contract value, exclusive of withholding taxes on remuneration expenses, shall be **USD \$1,428,563.57** (*One million four hundred twenty-eight thousand five hundred sixty-three dollars and fifty-seven cents*).

- comprising:
 - Phase 1 — Assessment and Design Services (Lump-Sum): **USD 520,197.22** (Five hundred twenty thousand one hundred ninety-seven dollars and twenty-two cents).,
 - Phase 2 — Supervision Services (Time-Based): **USD 908,366.35** (Nine hundred and eight thousand three hundred sixty-six dollars and thirty-five cents.).
- The total period of performance shall be **24 months**, comprising 8 months for Phase 1 and 16 months for Phase 2.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract (including Attachment 1 “Fraud and Corruption”;
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Reimbursables Cost Estimates

Appendix E: Form of Advance Payments Guarantee

Appendix F: Code of Conduct (ES)

Appendix G: Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

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

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

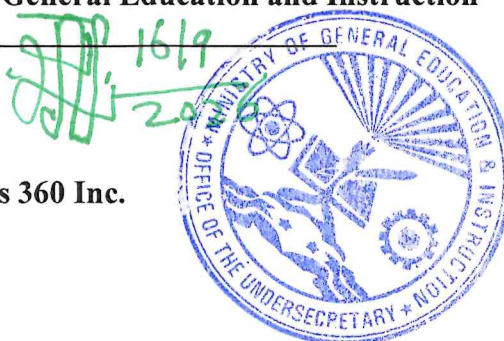
IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of **Ministry of General Education and Instruction**

Hon. Omot Okony Olok
The Undersecretary

For and on behalf of **BizSolutions 360 Inc.**

Name: Peter K. Nganga



PKN

Title: President

Signature:  _____

Date: 14th September, 2026 _____

PHASE 2 — SUPERVISION SERVICES (TIME-BASED)

I. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
 - (b) **“Bank”** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
 - (c) **“Borrower”** means the Government, Government agency or other entity that signs the financing agreement with the Bank.
 - (d) **“Client”** means the implementing agency that signs the Contract for the Services with the Selected Consultant.
 - (e) **“Client’s Personnel”** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client’s obligations under the Contract; and any other personnel identified as Client’s Personnel, by a notice from the Client to the Consultant.
 - (f) **“Consultant”** means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - (g) **“Contract”** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - (h) **“Contractor”** means the person named as contractor in the contract to be supervised by the Consultant.
 - (i) **“Contractor’s Personnel”** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant.

- (j) **“Day”** means a working day unless indicated otherwise.
- (k) **“ES”** means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)).
- (l) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (m) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (n) **“Foreign Currency”** means any currency other than the currency of the Client’s country.
- (o) **“GCC”** means these General Conditions of Contract.
- (p) **“Government”** means the government of the Client’s country.
- (q) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (r) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (s) **“Local Currency”** means the currency of the Client’s country.
- (t) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (u) **“Party”** means the Client or the Consultant, as the case may be, and **“Parties”** means both of them.
- (v) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (w) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (x) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

- (y) **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, Contractor’s or Client’s Personnel.
- (z) **“Site”** means the land and other places where works are to be executed and/or facilities to be installed, and such other land or places as may be specified in the Contractor’s contract as forming part of the Site.
- (aa) **“Sub-consultants”** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (bb) **“Third Party”** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

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

3. Law Governing Contract

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

4. Language

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

5. Headings

- 5.1. The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

- 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.
- 10. Fraud and Corruption** 10.1. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set forth in Attachment 1 to the **GCC**.
- a. Commissions and Fees** 10.2. The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

17. Force Majeure

a. Definition

- 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

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

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

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

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

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

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

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 56 & 57.

18. Suspension 18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such

failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

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

a. By the Client

19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 58.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 if the Consultant, in the judgment of the Client has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of Attachment 1 to the GCC, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case

of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 58.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 58.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

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

d. Cessation of Services

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

**e. Payment
upon
Termination**

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

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause GCC 50;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

**a. Standard of
Performance**

20.1. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. As required in the SCC, the Consultant shall take additional measures to manage cyber security risks related to the Contract. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

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

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Submission by the Consultant for the Client's approval, for addition of any Sub-consultant not named in the Contract, shall also include the Sub-consultant's declaration in accordance with Appendix G- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

- b. Law Applicable to Services**
- 20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
- 21. Conflict of Interest**
- 21.1. The Consultant shall hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- a. Consultant Not to Benefit from Commissions, Discounts, etc.**
- 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 49 through 54) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
- 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

- b. Consultant and Affiliates Not to Engage in Certain Activities** 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- c. Prohibition of Conflicting Activities** 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality** 22.1. Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant** 23.1. Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
- 24. Insurance to be taken out by the Consultant** 24.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25. Accounting,
Inspection and
Auditing**

- 25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.
- 25.2. Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant's and its subcontractors' and subconsultants' attention is drawn to Clause GCC 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**26. Reporting
Obligations**

- 26.1. The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**27. Proprietary Rights
of the Client in
Reports and
Records**

- 27.1. Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
- 27.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other

restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

**28. Equipment,
Vehicles and
Materials**

28.1. Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

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

29. Health and Safety

29.1. The Consultant shall:

- (a) comply with all applicable health and safety regulations and Laws;
- (b) comply with all applicable health and safety obligations specified in the Contract;
- (c) provide or cause to be provided health and safety training of Experts as appropriate and maintain training records;
- (d) put in place workplace processes for Experts to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health;
- (e) Experts who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Experts shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;
- (f) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.

30. Code of Conduct

30.1. The Consultant shall have a Code of Conduct for the Experts.

The Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Experts and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Consultant shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Experts, Contractor's Personnel, Client's Personnel and the local community.

31. Forced Labor

- 31.1. The Consultant, including its Subconsultants, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

32. Child Labor

- 32.1. The Consultant, including its Subconsultants, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Consultant, including its Subconsultants, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, 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, including its Subconsultants, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Client. The Consultant shall be subject to regular monitoring by the Client that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

**33. Workers’
Organizations**

33.1. In countries where the relevant labor laws recognise workers’ rights to form and to join workers’ organizations of their choosing and to bargain collectively without interference, the Consultant shall comply with such laws. In such circumstances, the role of legally established workers’ organizations and legitimate workers’ representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers’ organizations, the Consultant shall enable alternative means for the Experts to express their grievances and protect their rights regarding working conditions and terms of employment. The Consultant shall not seek to influence or control these alternative means. The Consultant shall not discriminate or retaliate against Experts who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers’ organizations are expected to fairly represent the workers in the workforce.

**34. Non-
Discrimination and
Equal Opportunity**

34.1. The Consultant shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion,

termination of employment or retirement, and disciplinary practices.

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. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 33).

35. Experts Grievance Mechanism

35.1. The Consultant shall have a grievance mechanism for Experts, and where relevant the workers' organizations stated in Clause GCC 33, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

The Experts shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Experts.

The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.

The grievance mechanism may utilize existing grievance mechanisms, provided that they are properly designed and implemented, address concerns promptly, and are readily accessible to such Experts. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.

36. Training of Experts

36.1. The Consultant shall provide appropriate training to relevant Experts on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training referred to in Clause GCC 29.

As required under the Contract, the Consultant shall also allow appropriate opportunities for the relevant Experts to be trained on ES aspects of the Contract by the Client's Personnel.

The Consultant shall provide training on SEA and SH, including its prevention, to any of its Experts who has a role to supervise other Experts.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

- 37. Description of Key Experts**
- 37.1. The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.
- 37.2. If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 49.2.
- 37.3. If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 49.2, the Parties shall sign a Contract amendment.
- 38. Replacement of Key Experts**
- 38.1. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 38.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, meet eligibility requirements, and at the same rate of remuneration.

39. Approval of Additional Key Experts

39.1. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

40. Removal of Experts or Sub-consultants

40.1. If the Client finds that any of the Experts or Sub-consultant:

- (a) persists in any misconduct or lack of care;
- (b) carries out duties incompetently or negligently;
- (c) fails to comply with any provision of the Contract;
- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
- (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Services;
- (f) undertakes behaviour which breaches the Code of Conduct for Experts (ES);

the Consultant shall, at the Client's written request, provide a replacement.

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

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

40.4. Subject to the requirements in Clause GCC 40.3, and notwithstanding any requirement from the Client to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (f) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Services are being carried out, any Expert who engages in (a) to (f) above.

41. Replacement/ Removal of Experts

41.1. Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or

– **Impact on
Payments**

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

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

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

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

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

E. OBLIGATIONS OF THE CLIENT

**43. Assistance and
Exemptions**

43.1. Unless otherwise specified in the SCC, the Client shall use its best efforts to:

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

with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.

- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the SCC.

44. Access to Project Site

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

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

45.1. If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 49.2.

46. Services, Facilities and Property of the Client

46.1. The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

46.2. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the

Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 49.3.

**47. Counterpart
Personnel**

- 47.1. The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.
- 47.2. If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 49.3.
- 47.3. Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

**48. Payment
Obligation**

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

F. PAYMENTS TO THE CONSULTANT

49. Ceiling Amount

- 49.1. An estimate of the cost of the Services is set forth in **Appendix C** (Remuneration) and **Appendix D** (Reimbursable expenses).
- 49.2. Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**.
- 49.3. For any payments in excess of the ceilings specified in GCC 49.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

**50. Remuneration and
Reimbursable
Expenses**

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

reasonably incurred by the Consultant in the performance of the Services.

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

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

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

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

51. Taxes and Duties

51.1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

51.2. As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

52. Currency of Payment

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

53. Mode of Billing and Payment

53.1. Billings and payments in respect of the Services shall be made as follows:

- (a) Advance payment. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will

be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.

- (b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 52 and GCC 53 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
- (d) The Final Payment. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by

the Client of a final report and a final invoice approved by the Client in accordance with the above.

- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

- 54. Interest on Delayed Payments** 54.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 53.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. FAIRNESS AND GOOD FAITH

- 55. Good Faith** 55.1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. SETTLEMENT OF DISPUTES

- 56. Amicable Settlement** 56.1. The Parties shall seek to resolve any dispute amicably by mutual consultation.
- 56.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 57.1 shall apply.
- 57. Dispute Resolution** 57.1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

II. General Conditions Attachment 1

Fraud and Corruption *(Text in this Attachment shall not be modified)*

1. Purpose

- 1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

- 2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

- 2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

II. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of South Sudan.
4.1	The language is: English
6.1 and 6.2	The addresses are: Client: Ministry of General Education and Instruction, P. O. Box 567, The Ministries Complex Buildings South Sudan, Juba Attention : Hon. Omot Okony Olok The Undersecretary E-mail : <u>omotokony1@gmail.com</u> Consultant : BizSolutions 360 Inc. _____ Attention : Peter K. Nganga _____ Facsimile : _____ E-mail (where permitted) : <u>petern@b360inc.com</u> _____
8.1	<i>NA</i>
9.1	The Authorized Representatives are: For the Client: The Undersecretary, Ministry of General Education and Instruction For the Consultant: Peter K. Nganga, President
11.1	The effectiveness conditions are the following: • Signature of the two parties. • Issuance of commencement letter by the client
12.1	Termination of Contract for Failure to Become Effective:

	The time period shall be <u>One Month after commencement of contract</u>
13.1	Commencement of Services: After Completion of phase 1 and not later than 30 days after receipt of an official letter from Government s Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be 16 months. (Expected completion date: June 30, 2027)
20.1	The Consultant, including its Sub-consultants/suppliers/ service providers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Consultant, including its Sub-consultants/ suppliers/ service providers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract.
23.1	No additional provisions.
24.1	The insurance coverage against the risks shall be as follows: (a) Professional liability insurance, with a minimum coverage of 110% the contract value. (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage in accordance with the applicable law in South Sudan

	(c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in South Sudan (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in Uganda, as well as, with respect to such Experts, any such life, health, accident, travel, or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
27.1	Exceptions to proprietary rights provision do not apply
27.2	The Consultant shall not use these <i>documents and software</i> for purposes unrelated to this Contract without the prior written approval of the Client
49.2	The ceiling in foreign currency is USD 908,366.35 (Nine hundred and eight thousand three hundred sixty-six dollars and thirty-five cents.), exclusive of withholding taxes.
50.3	Price adjustment on the remuneration “does not apply” Payments for remuneration made in [foreign <i>and/or</i> local] currency shall be adjusted as follows: (1) Remuneration paid in foreign currency on the basis of the rates set forth in Appendix C shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula: $R_f = R_{fo} \times \frac{I_f}{I_{fo}} \quad \{ \text{or} \quad R_f = R_{fo} \times [0.1 + 0.9 \frac{I_f}{I_{fo}}] \}$ where R_f is the adjusted remuneration; R_{fo} is the remuneration payable on the basis of the remuneration rates (Appendix C) in foreign currency;

	I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract. The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_f and I_{fo} in the adjustment formula for remuneration paid in foreign currency: <i>[Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency, e.g. "Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics"]</i> (2) Remuneration paid in local currency pursuant to the rates set forth in Appendix D shall be adjusted every <i>[insert number]</i> months (and, for the first time, with effect for the remuneration earned in the <i>[insert number]</i> the calendar month after the date of the Contract) by applying the following formula: $R_l = R_{lo} \times \frac{I_l}{I_{lo}} \quad \{ \text{or} \quad R_l = R_{lo} \times [0.1 + 0.9 \frac{I_l}{I_{lo}}] \}$ where R_l is the adjusted remuneration; R_{lo} is the remuneration payable on the basis of the remuneration rates (Appendix D) in local currency; I_l is the official index for salaries in the Client's country for the first month for which the adjustment is to have effect; and I_{lo} is the official index for salaries in the Client's country for the month of the date of the Contract. The Client shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_l and I_{lo} in the adjustment formula for remuneration paid in local currency: <i>[Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency]</i> (3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor X_0/X. X_0 is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract. X is the number of units of currency of the country of the official index,
--	--

	equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.
51.1 and 51.2	“the Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts,” any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client’s country, on the Consultant, the Sub-consultants and the Experts in respect of: (a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client’s country), in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought into the Client’s country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them; (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client; (d) any property brought into the Client’s country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client’s country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client’s country, provided that: (i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client’s country in importing property into the Client’s country; and (ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client’s country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client’s country.

52.1	The currency [currencies] of payment shall be the following: <i>United States Dollars</i>
53.1(a)	Advance Payment - N/A
53.1(b)	The Consultant shall submit to the Client itemized statements at time intervals of every quarter (3 Months)
53.1(e)	The accounts are: for foreign currency: Bank Account No.: 001923208658 Bank Name: Bank of America Bank Address: Washington DC 20006 Routing Number: 054001204 Swift Code: BOFAUS3NXXX Bank Address: 6802 Richmond Hwy Alexandria, VA 22306-2230R Company Address: 1725 Desales Street NW Suite 600 Washington DC 20036
54.1	The interest rate is: SOFR + 1%
57.	<i>[In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.]</i> Disputes shall be settled by arbitration in accordance with the following provisions: 1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been

	determined in this manner within sixty (60) days of the date of the list, Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the International Chamber of Commerce, Paris. (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the International Chamber of Commerce, Paris to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
	2. <u>Rules of Procedure</u>. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract. 3. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator. 4. <u>Nationality and Qualifications of Arbitrators</u>. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<i>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:

	(a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held in Kenya (b) the English language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

III. Appendices

Appendix A – Terms of Reference

Phase 2 — Supervision Services

Full Project Name:	Building Skills for Human Capital Development in South Sudan
Project Number:	P178654
Title:	Design and Supervision Consulting Firms for Rehabilitation of the primary schools in the Refugees and Host Community Areas
Purpose:	Engage qualified and experienced firms to carry out assessments of school buildings and infrastructure, design, produce renovation scope and supervise contractors hired for the construction works as per lots below: Greater Bahr el Ghazal (Western Bahr el Ghazal State, Northern Bahr el Ghazal State) 103 schools
Type of Contract:	Institutional Contract
Estimated Duration	16 months
Location	Greater Bahr el Ghazal (Western Bahr el Ghazal State, Northern Bahr el Ghazal State)
Reporting to	Project Director, Project Implementation Unit (PIU), Ministry of General Education and Instruction.

Background

PKN

Education Sector Context

The civil war and ongoing conflicts have impeded the development of South Sudan's education system and disrupted education provision. The lack of investment for government education service providers over the last decade has degraded the availability and quality of public education institutions in the country. In addition, refugee and hosting areas (which are often in remote locations) are particularly vulnerable to climate shocks and cyclical violence. Inaccessible infrastructure, lack of resources for teaching and learning, teacher salaries and school maintenance, and inadequate water and sanitation, have also led to school closures. The influx of refugees has placed additional pressure on the already overburdened schools and limited resources in these areas. In addition to strengthening the government's institutional capacity, it is essential to support ground-level implementation to allow for sustainable improvements in the provision of basic services for both refugees and host populations.

Building Skills for Human Capital Development Project

The Government of South Sudan (GoSS), through the Ministry of Finance and Planning (MoFP) in collaboration with both the Ministry of General Education and Instruction (MoGEI), and the Ministry of Higher Education, Science and Technology (MoHEST), will be leading the implementation of a five-year World Bank-funded project entitled "**Building Skills for Human Capital Development in South Sudan**" (BSHCD).

The BSHCD project aims to increase skills development opportunities in the education and agriculture sectors and strengthen capacity for management of the education system. Education interventions will focus on enhancing pre- and in-service teacher training, improving the education service delivery system, and re-operationalizing selected schools in refugee-hosting areas.

The project is being implemented through a Project Implementation Unit (PIU) established within the Ministry of General Education and Instruction to provide technical assistance and project implementation support. The PIU with overall guidance from the Project's Steering Committee will oversee implementation of the contract.

It is also the responsibility of the PIU to ensure that all project activities are consistent with the project documents (such as the project appraisal document, legal documents and other subsequent documents and agreements. Furthermore, the PIU must maintain continuous oversight of all project activities in order to: i) identify and resolve issues early before they become problems; and ii) identify and catalyze opportunities for improving project impacts and outcomes as the project unfolds and the on the ground realities change.

The project intends to apply part of the proceeds of the grants towards the hiring of the qualified and competent consultants (herein referred to as "consulting firms" or "Design and Supervision Firms") to support the rehabilitation of the selected schools in the Refugee & Host Community Areas in South Sudan in accordance with the guidelines as specified in the World Bank Procurement Manual, the 5th Edition of September 2023 and, the stated terms and conditions of the signed Financing Agreement document.

A. OBJECTIVES of the Assignment

PKN

This assignment aims to support MoGEI in conducting a comprehensive assessment of the current condition, safety, climate resilience and functionality of 103 selected school buildings to identify their rehabilitation and maintenance needs. Additionally, the assignment will include preparing detailed designs and bidding documents and supervising the rehabilitation process in the selected schools.

The specific objectives of this task include the following:

- a) Supervise the renovation works.

B. GEOGRAPHICAL SCOPE.

The project will focus on selected schools requiring rehabilitation across two states within South Sudan. These two states have been packaged as highlighted below:

- Greater Bahr el Ghazal (Western Bahr el Ghazal State, Northern Bahr el Ghazal State)

Greater Bahr el Ghazal

Northern Bahr El Ghazal

<i>Target Counties</i>	<i>No of Schools</i>
1. <i>Aweil centre</i>	6
2. <i>Aweil East</i>	20
3. <i>Aweil West</i>	13
4. <i>Aweil North</i>	5
5. <i>Aweil Town</i>	18
Total	62

Western Bahr El Ghazal

Counties	No Of School
1. <i>Wau</i>	19
2. <i>Raja</i>	13
3. <i>Jur River</i>	9
TOTAL	41

While the project aims to cover a total of one hundred and three (103) schools across the target states, the specific number and location of schools within each lot will be confirmed prior to the finalization of contracts.

C. SCOPE OF SERVICES

MoGEI seeks the services of Design and Supervision Firms to undertake detailed assessments, designs, and construction supervision for schools within their respective contracted regions. The scope of the assignment is divided into two phases, as stipulated below.

Phase 2: In the construction phase, the Consulting firms shall supervise the rehabilitation works of the buildings and infrastructure to ensure that the rehabilitation works are completed satisfactorily, timely, cost-effectively, and in strict compliance with the technical specifications and contract conditions.

PHASE 2: SUPERVISION DURING CONSTRUCTION

1. Specific responsibilities of the Consulting firms

The Consulting firm shall carry out the following tasks in **Phase 2** for the selected schools:

1.1 Task 1: Construction work supervision and contract management:

The Consulting firms will oversee the rehabilitation works of the selected schools, including contract management and works, compliance to the approved construction specifications and standards, all other environmental and social safeguards requirements, and related documents per WB standards, as follows:

Planning for the rehabilitation:

- Hire, manage, and supervise site engineers for overseeing and better execution of rehabilitation works according to the TOR and qualifications agreed by the PIU;
- Provide the contractor guidance on the rehabilitation of the buildings & infrastructure.
- Develop standardised templates/formats for progress reporting, site meeting minutes documentation, site diary, claim reporting and other documentation needs to ensure audit trail for all construction works by all contractors.

Supervision and quality assurance of rehabilitation works

- Coordinate, supervise, monitor, and follow up with the site engineers on rehabilitation activities on a daily basis and provide technical instructions to engineers and construction supervisors at each site;
- Prepare and submit the rehabilitation schedule and organize the site meeting with the PIU and the contractors to discuss the progress of works and plan;
- Adopt a strict system for quality control in order to ensure that all construction works are carried out in accordance with the drawings and specifications and inspect all construction materials and workmanship for compliance accordingly;
- Conduct weekly inspection, testing, and Quality Assurance throughout the assignment;
- Monitor compliance with construction health and safety protocols, and compilation of accident/incident reports;
- Monitor the progress of the works against the Consulting firms' implementation program and the rehabilitation program provided by the contractors for each site;
- Advise MoGEI of any deviations from the contract drawings and documents by the contractors;
- Advise MoGEI of any likely delays to the rehabilitation works;
- Advise MoGEI on any possible problems or necessary changes as they arise that will incur extra costs and on ways to avoid these costs if at all possible;

- Advise MoGEI on any possible claims by the contractor or any other contractual problems arising during the works;
- Certify payments to the contractor in accordance with the contract provisions;
- Prepare lists of defective and outstanding work at the time of practical completion of the facility;
- Carry out any other tasks related to the supervision of the works as may be requested by MoGEI;

Supervision of ESMP implementation

- Undertake required inspection on the site to confirm the contractor's compliance with ES requirements and determine remedial action in the event of noncompliance with ES obligations;
- Supervise implementation of Environmental and Social Management Plans (ESMPs) during rehabilitation works.
- Prepare site-specific monthly status reports for implementation of ESMPs
- Submit ESIA report to the PIU team for review, prior to submission to Ministry of Environment for approvals.

Reporting of rehabilitation works:

- Prepare weekly and monthly progress reports and share these reports with the PIU;
- Liaise with the PIU and advising on areas of concern, potential delays or cost increases;
- Maintain a diary recording the daily weather conditions, instructions issued to the contractor, problems occurring, deliveries of materials, progress on site, workers on site, visitors, etc.
- Prepare final project completion report acceptable to the client

Facilitation of project closure and handover:

- Arrange the testing, commissioning, acceptance and handover of the works on completion;
- Perform contractor handing over of the site after work completion in the presence of a PIU representative.
- Check the condition of the works at the end of the defects liability periods the facility and signing off the works when any outstanding or defective works have been completed;

1.2 Task 2: Preparation of Maintenance Plan

The Consulting firms will produce a maintenance plan for the facility and simple maintenance manuals to be used by responsible officials at national, States, counties and payam to support and train school management committees and Parent Teacher Associations to maintain school buildings and equipment.

D. DURATION OF CONTRACT

The total duration of the assignment is expected to be 24 calendar months for design and rehabilitation. The breakdown is anticipated as follows:

- (a) Phase 2 (Supervision of contractors for works and maintenance plan preparation – approx.16 months)

Deliverables:

The deliverables expected during the performance of this assignment shall include:

- i. Detailed consolidated rehabilitation and supervision report following construction supervision visits according to the agreed plan.
- ii. Detailed consolidated maintenance plan and manual for all rehabilitated school facilities.

Note:

The Consulting firms will not issue any instructions to the contractor that will change the agreed design or rehabilitation of the buildings; that will impede the progress of the works; that will lengthen the contract period; or that will add to the cost of the works without first agreeing these measures with the client and obtaining the written authority of MoGEI.

Payment schedule:

The payment to the consultant firm shall be through electronic transfer upon submission and approval of quarterly reports showing schedules of time spent by specialists on supervision.

E. QUALIFICATION REQUIREMENTS FOR CONSULTING FIRMS

Core business and years in business: The firm shall be registered/incorporated as an engineering consulting firm with general experience in provision of engineering consultancy services including building design, building condition assessment, specification and BOQ preparation, cost estimation or a related field for at least ten (10) years.

Relevant Experience:

- i. The Consulting firms shall ensure adequate resources are available to complete the work within the specified time frame and shall not engage in any assignment that may place them in a position of not being able to carry out the specific services described in these Terms of Reference.
- ii. The Consulting firms should have experience in complying with international standards in Civil, Architectural and Electrical Engineering and have the necessary permanent key personnel required to carry out the services.
- iii. The Consulting firms should demonstrate proficiency in engaging with local and national engineers, particularly in contexts akin to South Sudan, showcasing an understanding of the region's unique challenges and requirements.
- iv. Demonstration by Consulting firms of having successfully completed at least 3 similar projects of scope and complexity in a similar operating environment over the past ten (10) years.
- v. Demonstration by Consulting firms of having experience in design of schools or education infrastructure.

Technical and Managerial Experience:

- i. The Consulting firms should have knowledge in of Leadership in Energy and Environment Design (LEED) framework and demonstrate experience in undertaking Environmental and Social Impact Assessment for construction projects.
- ii. The Consulting firms should have at least 10-15 years' specific experience in design, provision of construction management services and supervision of construction works.
- iii. Demonstrate sensitivity and ability to navigate the remote and diverse regions similar to that of South Sudan
- iv. The key personnel in the Consulting firm should have relevant adequate experience in the construction design and rehabilitation of educational facilities in developing countries particularly fragile states, and experience in the design of green projects incorporating energy-efficiency and environmentally friendly materials.
- v. The firm should demonstrate adequate managerial structure to undertake the assignment.

The Consulting firms should have the financial and technical resources to undertake the assignment.

F. KEY STAFF

Project Manager/Team Leader:

The **Project Manager/Team Leader** who will lead the team and provide overall management of the construction program with the following qualifications, skills and experience:

Qualifications

- Master's degree in engineering/ project management, civil engineering, or related degree from a recognized University
- Fluency in English;
- Computer skills – AutoCAD, MS Office, etc.

Professional experience

- 15 years of professional experience, 10 years of which should have been in leading and managing engineering projects in developing countries, including fragile states.
- Experience in design of schools in remote, rural areas, and fragile contexts
- Have led at least one similar assignment
- The management and supervision of large-scale rural construction projects;
- Experience of managing a supervision team.

Professional time in man-months

- Supervision (Phase 2) will require 13.5 man-months

Architect:

Qualifications

- Degree in architecture from a recognized University
- A recognized professional qualification from the country of origin or residence together with:
- Professional registration with a recognized body
- Fluency in English;

- Computer skills – AutoCAD, MS Office, etc.

Professional experience

- At least 10 years' professional experience, 5 years of which should have been in developing countries, including fragile states.
- Experience in supervision of rural construction projects;
- Experience in managing a supervision team in post conflict countries.

Professional time in man-months

- Supervision (Phase 2) will require 9 man-months

Quantity Surveyor:*Qualifications and skills*

- BSc in Engineering from a recognized University and a recognized professional qualification from the country of origin or residence.

Professional experience

- At least 10 years' professional experience in quantity surveying.
- Professional registration with a recognized body

Professional time in man-months

- Supervision (Phase 2) will require 13.5 man-months

Structural Engineer:*Qualifications*

- BSc in Civil Engineering from a recognized University and a recognized professional qualification from the country of origin or residence.

Professional experience

- At least 10 years' professional experience and 5 years' site experience with a good knowledge of structural engineering regulations.
- Professional registration with a recognized body

Professional time in man-months

- Supervision (Phase 2) will require 7.5 man-months

Electrical Engineer:*Qualifications*

- BSc in electrical engineering from a recognized University and a recognized professional qualification from the country of origin or residence.

Professional experience

- At least 10 years' professional experience and 5 years site experience with a good knowledge of electrical engineering regulations.
- Professional registration with a recognized body

Professional time in man-months

- Supervision (Phase 2) will require 8 man-months

Environmental health and Safety specialist:*Qualifications*

- Degree in Environmental studies or related fields from a recognized University. Recognized professional qualification to undertake Environmental and Social Impact Assessment's (ESIAs), Environmental Audits (EAs).

Professional experience

- Demonstrated experience in undertaking ESIAs, EAs and Occupational Health and Safety audits (OSHA).

Professional time in man-months

- Supervision (Phase 2) will require 9 man-months

Social and Gender Specialist:*Qualifications*

- Degree in Social Science or related field from a recognized University.
- Recognized professional qualifications to undertake Social and Gender related analysis, assessment and risk mitigation.

Professional experience:

At least 10 years demonstrated experience in community mobilization and prevention and response to social and Gender mainstreaming .Experience in fragile states or humanitarian contexts is an added advantage.

Professional time in man-months

- Supervision (Phase 2) will require 9 man-months

Civil Engineer:*Qualifications*

- Degree in civil engineering or related fields from a recognized University. Recognized professional qualification and experience to plan, undertake and supervise construction works.

Professional experience

- Demonstrated experience in undertaking design and supervision of construction.

Professional time in man-months

- Supervision (Phase 2) will require 13.5 man-months

Mechanical Engineer:*Qualifications*

- Degree in mechanical or civil engineering from a recognized University.

Professional experience

- At least five (5) years of relevant working experience.
- Must be registered with relevant professional bodies.

Professional time in man-months

- Supervision (Phase 2) will require 6 man-months

SUMMARY OF KEY STAFF REQUIREMENT

SN	POSITION	MIN PROFESSIONAL TIME INPUTS
		Phase 2
Key Experts		
1	Project Manager/Team Leader	14.5
2	Architect	10
3	Civil Engineer	14.5
4	Structural Engineer	8.5
5	Quantity Surveyor	14.5
6	Environmental health and safety Specialist	10
7	Social and Gender Specialist	10
Mandatory Non-Key Experts		
9	Electrical; Engineer	8
10	Mechanical Engineer	6
	Total	81 Mans-months

DELIVERABLE AND REPORTING.

Design and Supervision Firms will report directly to MoGEI's Project Director on all project activities and interventions as requested. The Project Director will provide necessary guidance and oversight to ensure coordination and consistency of implementation across all lots.

The Consulting firm will not issue any instructions to the contractor that will change the agreed design or rehabilitation of the buildings; that will impede the progress of the works; that will lengthen the contract period; or that will add to the cost of the works without first agreeing these measures with the client and obtaining the written authority of MoGEI.

G. MANDATORY APPROVALS

All decisions that will have cost, time or quality implications, as well instructions or changes that shall impact time, cost or quality **MUST** have the approval of MoGEI. As such the Consulting firm shall request, in a timely manner, approval from MoGEI prior to the issuing any of the following: (a) Variation Orders (Increase or Decrease) (b) Extension of Time (c) Practical Completion (d) Final Completion (e) Change in use of contract Sums (variations/deviations from agreed sums) (f) Any and all actions or directives that impact on time and/or cost and/or quality and/or contractual obligations.

H. PAYMENT SCHEDULE

The submission of invoices and payment schedule will be guided by the World Bank Procurement Manual, the 5th Edition of September 2023.

PKN

I. INITIAL SELECTION CRITERIA:

The technical criteria for initial selection of the applications will be in compliance to the stated requirements, terms and conditions outlined in this TORs document.

Expert's input (in person/month) per each Deliverable (listed in TECH-5)

[illegible]



**FORM TECH-6
(CONTINUED)**

1. CURRICULUM VITAE (CV)

Position Title and No.	Project Manager/Team Leader
Name of Expert:	Alexander Njoroge Seasoned Project and Program Manager with over 15 years of experience leading U.S. Government and World Bank–funded infrastructure projects across Africa and Asia. He specializes in A&E supervision, construction management, and quality assurance, ensuring compliance with donor requirements, environmental and safety standards, and delivery of sustainable, high-impact facilities.
Date of Birth:	24/11/1974
Country of Citizenship/Residence	Kenyan

Education:

- **BS. Mechanical engineering**
- **Masters in Business Administration**

Computer skills:

- AutoCAD
- Microsoft Office
- ArchiCAD SketchUp
- Revit
- Primavera P6 • Lumion
- Procore.
- QGIS

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
---------------	---	----------------	---



05/2025 - present	World Bank, S. Sudan Rehabilitation of National Teacher Training Institutes (NTTIs) B360 is the Prime Contractor working with TIAM as their subcontractor Position: Project Manager/Team Leader Reference's Contact Information Peter Karengi Assoc. AIA. LEED AP. President B360 Email: peter@b360inc.com Phone: (202) 588-0560	South Sudan	The project involves the rehabilitation and modernization of teacher training facilities to improve educational infrastructure. Activities include facility condition assessments, design integration, and supervision of construction/rehabilitation works. Mr. Njoroge is responsible for mechanical system design and integration, supporting energy efficiency, safety compliance, and sustainable infrastructure upgrades. He ensures that mechanical works meet World Bank guidelines and national codes.
2023 present	USAID South Sudan US Mission Residential Compound (RC) Data Cabling Project Contract No: 72066823C00001 – B360 is a Subcontractor to Infogain Consulting Position: Project Manager Reference's Contact information George Mwangi, PMP Principal Info Gain Consulting Email: george@infogainconsulting.com Office: 1-703-755-0821 Cell: 1-703-896-2508	South Sudan	The project involves the design and installation of CAT 7 and fiber cabling infrastructure at the U.S. Mission Residential Compound. Deliverables include conceptual schematics, design development, supervision of earthworks, and construction of new manholes, replacing the existing network with a resilient and secure system. As Project Manager, Mr. Njoroge led the assessment of existing cabling infrastructure, directed the design process, and oversaw the supply and installation works. He managed all resources (tools, labor, materials, equipment) and provided construction supervision, QA/QC, and compliance monitoring to ensure alignment with U.S. Government standards.



11/2024 - present	AFRICOM - CN&GT A&E and Construction KE DCI Academy DCI Academy Classrooms, Nairobi, Kenya Project Contract No: PO OC24-01015-01 - B360 is a subcontractor to ACS Global Services LLC Position: Project Manager/MEP Reference's Contact Information Anthony St. Clair PM President ACS Email: Anthony@acs-gs.com Phone: +250 729 221 600	Kenya	The project covers the design, construction, and supervision of new classrooms and training facilities at the Defense Criminal Investigations Academy. Work includes architectural and engineering design review, QA/QC of construction, and supervision of contractor performance to ensure secure, functional, and compliant training spaces. As Project Manager, Mr. Njoroge leads the assessment, design oversight, and construction supervision of the classroom facilities. He manages project planning, budget and schedule control, and stakeholder coordination, ensuring delivery of durable and mission-ready educational infrastructure in line with AFRICOM standards.
09/2024 - present	AFRICOM – Construction of Boat Operations & Maintenance Facility. Project Contract No: FA4890-24-R-CN11 - B360 is a subcontractor to ACS Global Services LLC Position: Project Manager/MEP Reference's Contact Information Anthony St. Clair PM President ACS	Tanzania	The project involves the design and construction of a secure maritime operations and maintenance facility, including civil works, utility upgrades, and specialized support infrastructure. Activities span design integration, contractor supervision, QA/QC, and risk management in compliance with AFRICOM and U.S. Government requirements. As Project Manager, Mr. Njoroge
	Email: Anthony@acs-gs.com Phone: +250 729 221 600		oversees the assessment, design review, and supervision of facility construction, coordinating multidisciplinary teams and ensuring adherence to security, environmental, and safety standards. He directs contractor performance, logistics, and compliance monitoring, delivering a resilient and missioncapable facility.

08/2023 - 02/2025	USAID /Nepal – A/E Supervision Services USAID IDIQ III Nepal Engineering Services Task Order (TO) - USAID IDIQ III B360 is the Prime Contractor Position: Project Manager Reference's Contact information: Sushil Poudel Senior Mission Engineer/Project Management Specialist, Environment and Resilience Office USAID Email: spoudel@usaid.gov U.S. Embassy, Maharajgunj T +977 1 423 4306 M +977 9801074284	Nepal	Under the USAID A&E IDIQ III, BizSolutions 360 Inc. provides architectural and engineering supervision services, quality assurance, and compliance oversight for multiple Task Orders. The Nepal Engineering Services TO focuses on ensuring that infrastructure activities meet USAID's standards for worker health and safety, design and construction quality, environmental safeguards, and best engineering practices. Key focus areas under the NES TO include: Work Order 1: Supervision of construction, renovation, and rehabilitation of • 110 community-based drinking water systems. • 25 multiple-use water systems. • 20 green/grey water source protection structures. • 1 faecal sludge treatment plant. Work Order 2: Quality Assurance and Construction Oversight for the Improved Disaster Risk Management Project (Tayar Nepal), including structural mitigation across 8 municipalities and 10 retrofitting interventions. Work Order 3: Supervision of engineering, environmental, and health/safety risks, including • Technical assistance for recovery and resilience. • Construction of 500 transitional learning centers with WASH facilities. • Distribution of essential teaching/learning materials to restore education services.
------------------------------	---	--------------	---

			As Program Manager for the A&E IDIQ III, Alexander Njoroge is responsible for the overall management of Task Orders, including the Nepal Engineering Services TO. He: • Provided strategic leadership and program-wide oversight, ensuring consistent compliance with USAID requirements. • Oversaw planning, coordination, and execution across multiple Task Orders. • Managed multidisciplinary teams of architects, engineers, and QA specialists. • Ensured that all assignments align with USAID's objectives, environmental safeguards, and safety standards. • Led risk management, stakeholder engagement, and performance monitoring. • Guaranteed timely, cost-effective delivery of high-quality A&E supervision services across the IDIQ portfolio.
05/2023 - 02/2025	USAID Mali Anka Jiko activity, Quality Assurance Task Order. – USAID IDIQ III – A/E Supervision Services B360 is the Prime Contractor Position: Program Manager Reference's Contact information: Jean L. Jolicoeur, Hydrogeologist, PhD Senior Water Sanitation and Hygiene Advisor Agriculture and Economic Growth Agriculture et Croissance Économique USAID/Mali Email: jjolicoeur@usaid.gov Phone: +223 82990743	Mali	Under the USAID A&E IDIQ III, BizSolutions 360 Inc provides A/E supervision and quality assurance services to support the Mali Anka Jiko Activity, a water governance and infrastructure program in the Sikasso, Bougouni, and Koutiala regions. The Task Order covers: • Design review, construction oversight, and QA/QC for the development of: • 50 potable water systems. • 23 community garden irrigation systems. • 23 vegetable storage facilities. • 5 fecal sludge treatment plants. • Supervision of construction and rehabilitation activities, ensuring compliance with USAID's environmental, safety, and quality standards. • Monitoring of contractor performance and technical compliance to safeguard sustainability and long-term functionality. As Program Manager for the A&E IDIQ III, Alexander Njoroge

			provides overall leadership and contract management for the Mali Anka Jiko QA Task Order. His responsibilities include: • Strategic oversight of project planning, design reviews, and construction supervision. • Directing multidisciplinary engineering and QA teams to ensure USAID standards are consistently applied. • Managing risk assessment, stakeholder coordination, and compliance monitoring across the project lifecycle. • Ensuring timely, cost-effective, and high-quality delivery of technical services aligned with USAID's goals for improved water, sanitation, and agricultural resilience.
March 2022 – Dec 2022	DTRA Effluent Treatment System (ETS) Upgrades at the Kenya Veterinary Vaccines Production Institute (KEVEVAPI)/National Veterinary Quality Control Lab (NVQCL). (DTRA CITRIC III – B360 was a Subcontractor to BV Position: Project Manager Reference's Contact information Christopher E. Biegun, MBA, PMP, ITIL, CCP AVP, Customer Exec & Principal Program Manager Federal Integrated Services Black & Veatch Special Projects Corp. Email: BiegunC@bv.com O: 913 458 1833 M: 703 231 3344	Kenya	The project included decommissioning of an outdated effluent system, remediation of surrounding soil and plumbing infrastructure, installation of a new treatment system, and construction of a new system enclosure. Works also covered campus utility improvements and operational training to enhance KEVEVAPI/NVQCL's capacity to safely contain contaminated waste from pathogen-related vaccine production. As Project Manager, he led the design verification, construction supervision, and QA/QC of the treatment system upgrade. He ensured compliance with U.S. Government safety standards, oversaw contractor performance, and managed risk mitigation for environmental and occupational safety.

2022 2023 – Phase 1 complete	DTRA CITRIC III - BV Prime; Liberia National Reference Laboratory (NRL) Design and Construction. Monrovia, Liberia- B360 is a Subcontractor to BV- Phase 1 – Feasibility Studies and Design Phase -Complete Position: Project Manager Reference's Contact information Shaun Quigley	Liberia	The project covered feasibility assessments, constructability reviews, and design services (Phase 1) , with planned renovation and construction of biosafety & biosecurity (BS&S)-related laboratory infrastructure, equipment installation, and staff training (Phase 2) at the National Reference Laboratory in Monrovia. The upgraded NRL will expand
	E QuigleyS@bv.com D +1 913-458-6589		Liberia's capacity to diagnose biological threats and reduce outbreak risks across borders. As Project Manager, he directed the design assessment, contractor input review, and feasibility supervision during Phase 1. He is also tasked with leading the Phase 2 construction, ensuring compliance with biosafety/biosecurity standards, QA/QC of works, and safe commissioning of laboratory facilities.

2017-2020	USAID: Sustainable High Impact Infrastructure for Education and Agriculture (SHINE), Liberia- Design Build Position: Project Manager B360 is the Prime Contractor Reference's Contact information Jusu Wendell Holmes, MSc. Senior Engineer/ Infrastructure Team Lead, EGO USAID -502 Benson Street, Monrovia, Liberia T: +231 (0) 776 770 000 Ext. 7167 M: +231 (0)777 292 707 (WhatsApp)	Liberia The SHINE program involved design, environmental compliance, and construction of education and agriculture facilities , including campus housing, libraries, agricultural processing/storage centers, and clinics. Key sub-projects included the Design-Build of a new 36,000 sq. ft. classroom building at the Liberia Institute of Public Administration (LIPA) and the Design & Construction of annexes to three community colleges (Nimba, Lofa, Grand Bassa) to expand technical and agricultural training capacity. As Project Manager, he oversaw operations, design integration, and quality assurance across multiple sites. He managed large multidisciplinary teams, directed construction supervision and contractor performance, and ensured safety compliance, environmental safeguards, and stakeholder coordination. His leadership ensured the \$8.3M program was delivered with lasting impact on Liberia's education and agriculture infrastructure.
-----------	---	--

Membership in Professional Associations and Publications:

ESC-Maryland #48331

ASHRAE, training-various; Membership

National Fire Protection Association

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

1. English
2. Kiswahili

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts: <i>PART 1: Pre-Construction – Current Condition Assessment & Design for Rehabilitation</i> 1.1 Task 1: Project initiation 1.2 Task 2: Conduct a comprehensive assessment of the current condition of the buildings & infrastructure 1.3 Task 3: Prepare detailed design blueprints for the improvement/rehabilitation of buildings & infrastructure	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks Task 1: Construction Work Supervision and Contract Management <i>USAID A&E IDIQ III – Nepal Engineering Services TO</i> Eng. Alex successfully initiated multidisciplinary supervision services, established project frameworks, mobilized
---	--

1.4 Task 4: Prepare BOQ and Specifications for the proposed buildings & infrastructure improvement/rehabilitation

1.5 Task 5: Prepare the Bidding Documents for proposed buildings & infrastructure improvements/rehabilitation

PART 2: Supervision During Construction

1.1 Task 1: Construction work Supervision and contract management

1.2 Task 2: Preparation of Maintenance Plan

teams, and engaged USAID stakeholders. He ensured alignment of project start-up with donor objectives, risk management protocols, and schedules

USAID: Sustainable High Impact Infrastructure for Education and Agriculture (SHINE), Liberia:

Eng. Alex managed a large team overseeing the construction of various educational facilities. His role involved contract management, ensuring that the construction adhered to the project's design, safety standards, and budget. His proven ability to supervise construction work and manage contracts ensures he can handle this task effectively in the proposed project.

Biosafety and Biosecurity (BS&S) Laboratory Construction:

Eng. Alex led the construction efforts for a laboratory project, where he supervised the installation of equipment and ensured compliance with project specifications. His experience supervising technically complex construction projects demonstrates his ability to oversee construction work in accordance with the project's design and contract requirements.

Task 2: Conduct a comprehensive assessment of the current condition of the buildings & infrastructure

World Bank – Rehabilitation of National Teacher Training Institutes (NTTIs), South Sudan:

As **Mechanical Engineer**, Eng. Alex carried out facility condition assessments, focusing on **mechanical systems and energy efficiency**, to guide rehabilitation planning and modernization. This demonstrates his ability to conduct thorough infrastructure assessments for education facilities.

BS&S Laboratory in Liberia:

Eng. Alex's involvement in ensuring the longterm functionality of laboratory facilities included the preparation of maintenance plans for equipment and infrastructure. His experience in managing high-level maintenance requirements for complex systems makes him well-suited to prepare maintenance plans for the proposed buildings and infrastructure rehabilitation.

CAT 7 and Fiber Cabling at US Mission Residential Compound:

Eng. Alex oversaw the installation of cabling infrastructure, ensuring that appropriate maintenance protocols were established to

	sustain the system post-installation. His familiarity with preparing maintenance schedules and manuals for technical infrastructure is directly applicable to this task. <i>USAID IDIQ III, Nepal Engineering Services:</i> Led thorough assessments of infrastructure to accurately determine rehabilitation needs, using advanced diagnostics and assessments to guide planning.
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved} PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation 1. D-1 - Buildings’ assessment report 2. D-2 – As-built drawings. 3. D-3 - Design/improvement drawings 4. D-4 - BOQs and Specification 5. D-5 - Bidding documents for improvements/rehabilitation works 6. D-6 - Draft contracts 7. D-7 - ESMPs for the construction works PART 2: Supervision During Construction 1. D-1 - Construction Supervision plan 2. D-2 - Weekly/Monthly progress report. 3. D-3 - Constructability Reports. 4. D-4 - Monthly Progress Reports 5. D-5 - Environmental performance 6. D-6 - Site Safety 7. D-7 - Claim assessment and Recommendations 8. D-8 - Cost assessment/analysis and Recommendations 9. D-9 - Time assessment/analysis and Recommendations 10. D-10 - Excerpts/Copies of Site Diary 11. D-11 - Copy of Contractor’s Claim 12. D-12 - Minutes of Site Meetings 13. D-13 - Contractor’s interim payment certificate 14. D-14 - Final completion report; 15. D-15 - Final account; 16. D-16 - List of defective or outstanding work for the site at practical completion;	Task 3: Prepare detailed design blueprints for the improvement/rehabilitation of buildings & infrastructure <i>USAID South Sudan – U.S. Mission Residential Compound Data Cabling Project:</i> Eng. Alex oversaw the creation of detailed design blueprints for CAT 7 and fiber cabling systems, integrating technical standards, operational resilience, and safety compliance into the designs. Task 4: Prepare BOQ and Specifications <i>USAID SHINE Project, Liberia</i> He directed the preparation of Bill of Quantities and technical specifications for the design-build of a 36,000 sq. ft. classroom building at LIPA and annexes to three colleges. His BOQs ensured cost accuracy, compliance with design, and accountability in procurement. Task 5: Prepare Bidding Documents <i>USAID A&E IDIQ III – Nepal Engineering Services TO</i> He managed the preparation and release of bidding documents for multiple infrastructure packages. He ensured transparent contractor selection and compliance with USAID procurement requirements. Task 7: Construction Work Supervision and Contract Management <i>DTRA CITRIC III – Liberia National Reference Laboratory:</i>

17.D-17 - List of defective or outstanding work for the site at the end of the defect's liability period and 18.D-18 - Signed-off certificates for the site upon final completion. 19.D-19 - Maintenance plan for the facilities 20.D-20 - Maintenance manuals	As Project Manager, Alexander supervised feasibility/design in Phase 1 and prepared to lead construction in Phase 2. He ensured contract compliance, QA/QC, biosafety/biosecurity standards, and safety protocols — demonstrating his capability in managing technically complex construction supervision and contract administration. <i>AFRICOM – DCI Academy Classrooms, Kenya & Boat Operations Facility, Tanzania:</i> He is responsible for supervising classroom and maritime facility construction, ensuring secure, compliant infrastructure. He manages contractors, QA/QC, and stakeholder communication in high-security environments. <i>Task 8: Preparation of Maintenance Plan</i> <i>USAID South Sudan – U.S. Mission Residential Compound Data Cabling Project:</i> As Project Manager, he developed a maintenance plan and manuals for the new cabling infrastructure, ensuring long-term operability and sustainability. <i>DTRA Effluent Treatment System (ETS) Upgrades, KEVEVAPI Kenya:</i> He integrated maintenance requirements into commissioning and training plans, ensuring sustainable system operation post-installation.
--	--

Expert's contact information :

E-mail : petern@b360inc.com

Phone : [202.588.0560](tel:202.588.0560) / [+254722961906](tel:+254722961906)

Certification:

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

Alexander Njoroge		09/12/2025
Name of Expert	Signature	Date

Alexander Njoroge		09/16/2025
Name of authorized Representative of the Consultant (the same who signs the Proposal)	Signature	Date

1. CURRICULUM VITAE (CV)

Position Title and No.	Architect
Name of Expert:	Charles Muthuri Mutuah Seasoned Architect with over 15 years of experience delivering and supervising public-sector and institutional building projects in Kenya. He specializes in architectural design review, condition assessments, rehabilitation planning, and construction oversight for government facilities, including judicial and administrative buildings. His expertise includes preparation and review of architectural drawings, BOQs, and tender documents, as well as on-site supervision to ensure compliance with statutory standards, quality requirements, and sustainable facility delivery.
Date of Birth:	1973
Country of Citizenship/Residence:	Kenyan

Education:

- **Bachelor of Architecture**

University of Nairobi

- **Kenya Certificate of Secondary Education Alliance High School**

Computer skills:

- AutoCAD
- Microsoft Office
- ArchiCAD
- AutoCAD Architecture
- SketchUp
- Revit
- Artlantis
- 3d Studio Max
- Cinema 4D
- Sketchup

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
2012 - present	Radius Systems Limited Position: Senior Architect Reference's Contact Information: Mr. Mehrzad Ehsani, M Arch, MAAK Title: Consulting Architect, Village Market Email: me@villagemarketkenya.com Phone: 254(20)7122014/0722 222223	Kenya	Provides architectural leadership, design review, and technical oversight for institutional, commercial, and mixed-use developments. Responsible for reviewing architectural designs, coordinating multidisciplinary consultants, preparing specifications, and supporting construction supervision to ensure compliance with approved drawings, building codes, and functional requirements. <i>Selected Relevant Projects:</i>

			• Village Market Phase II & III, Nairobi – Provided architectural design coordination, reviewed contractor submissions, and supported construction supervision and as-built documentation for a major public-use commercial facility. • Institutional & Commercial Facilities (Kenya) – Led design development, reviewed BOQs and specifications, and provided site oversight to ensure constructability, quality assurance, and timely delivery.
2008 - 2012	SPARCH Architects Position: Partner/Project Architect Reference's Contact Information: Ben Ndung'u Title: Partner Phone: +254-020-7121044 Email: ben@sparchitects.co.ke	Kenya	Led architectural design, facility assessments, and rehabilitation planning for institutional, education, health, hospitality, and residential projects. Oversaw preparation of design drawings, specifications, and tender documentation, and provided technical supervision during construction. <i>Selected Relevant Projects:</i> • Aga Khan Educational Services – Facilities Technical Audit (Kenya) Conducted condition assessments of existing education facilities, identified rehabilitation needs, prepared technical audit reports, and developed prioritized improvement recommendations with cost estimates. • Institutional & Educational Facilities (Kenya) Prepared rehabilitation designs, coordinated consultants, and supervised works to ensure compliance with client requirements and applicable standards.

12/2004 - 2007	Mehraz Ehsani Consulting Architects Position: Senior Architect Reference's Contact Information Mr. Mehraz Ehsani, M Arch, MAAK Title: Consulting Architect, Village Market Email: me@villagemarketkenya.com Phone: 254(20)7122014/0722 222223	Kenya	Delivered detailed architectural design, consultant coordination, and construction supervision for large institutional and commercial buildings. Reviewed drawings and contractor submissions, ensuring design intent, safety considerations, and quality standards were maintained. <i>Selected Relevant Projects:</i> • Public and Institutional Buildings (Kenya) Supported design development, detailed drawings, and site supervision, contributing to successful delivery of complex institutional facilities.
01/2004 -11/2004	Symbion International Kenya Position: Architect Reference's Contact Information Mr. Arthur Oyugi, MAAK(A), MAAT(A) Title: Associate Partner Symbion International Architects and Interior Designers Email: Arthur.oyugi@symbionint.com Tel: 254(20)883341/2/2/5	Kenya	Participated in technical audits, refurbishment designs, and condition assessments for institutional buildings. Assisted in preparing rehabilitation proposals, cost estimates, and design documentation to support infrastructure improvement programs. <i>Selected Relevant Projects:</i> • Institutional Facility Refurbishment Assignments (Kenya) Conducted assessments of existing buildings and prepared remedial architectural solutions aligned with operational needs.
10/2000 -12/2003	Mehraz Ehsani Consulting Architects Position: Architect Reference's Contact information: Mr. Mehraz Ehsani, M Arch, MAAK Title: Consulting Architect, Village Market Email: me@villagemarketkenya.com Phone: 254(20)7122014/0722 222223	Kenya	Contributed to architectural drawings, detailing, and site supervision for institutional and commercial developments. Supported design coordination and ensured construction works complied with approved drawings and specifications. <i>Selected Relevant Projects:</i> • Commercial & Institutional Developments (Kenya) Assisted with architectural documentation and construction monitoring for public-use buildings.

1998 - 1999	Keipet Consultants (Project Managers) Position: Architect	Kenya	Participated in technical audits and condition assessments for public sector facilities, contributing to evaluation reports and rehabilitation planning. Selected Relevant Projects: • ADB / World Bank – Rehabilitation of Provincial Hospitals (Western & Nyanza Provinces, Kenya) Supported facility condition assessments, reviewed existing infrastructure, and contributed to rehabilitation recommendations and cost analyses for donor-funded hospital improvement programs.
-------------	--	-------	--

Membership in Professional Associations and Publications:

- Registered Architect - Board of Registration for Architects and Quantity Surveyors (BORAQS)
- Member (MAAK) - Architectural Association Of Kenya (AAK)

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

- English
- Swahili (Kiswahili)

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts: <i>PART 1: Pre-Construction – Current Condition Assessment & Design for Rehabilitation</i> 1.1 Task 1: Project initiation 1.2 Task 2: Conduct a comprehensive assessment of the current condition of the buildings & infrastructure 1.3 Task 3: Prepare detailed design blueprints for the improvement/rehabilitation of buildings & infrastructure 1.4 Task 4: Prepare BOQ and Specifications for the proposed buildings & infrastructure improvement/rehabilitation 1.5 Task 5: Prepare the Bidding Documents for proposed buildings & infrastructure improvements/rehabilitation 1.6 Task 6: Assess the Environmental and social impact of proposed buildings & infrastructure improvements/ rehabilitation <i>PART 2: Supervision During Construction</i> 1.7 Task 1: Construction work Supervision and contract management 1.8 Task 2: Preparation of Maintenance Plan	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks <i>PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation</i> 1.1 Task 1: Project initiation <i>Judiciary of Kenya – Court Buildings Projects (Various Years)</i> As Architect, Charles supported project initiation by reviewing architectural scopes, confirming space requirements, and aligning project objectives with statutory and institutional standards. He contributed to inception activities by establishing design review parameters and coordinating architectural inputs with client representatives. <i>Ministry of Public Works – Government Institutional Buildings</i> He supported early-stage planning for public institutional facilities, reviewing architectural briefs and ensuring proposed rehabilitation and construction works aligned with government building standards and functional requirements.
---	---

{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved) *PART*

1: Pre-Construction – Current

Condition Assessment & Design for Improvement/ Rehabilitation

1. D-1 - Buildings' assessment report
2. D-2 – As-built drawings.
3. D-3 - Design/improvement drawings
4. D-4 - BOQs and Specification
5. D-5 - Bidding documents for improvements/rehabilitation works
6. D-7 - ESMPs for the construction works

PART 2: Supervision During Construction

1. D-1 - Construction Supervision plan
2. D-2 - Weekly/Monthly progress report.
3. D-3 - Constructability Reports.
4. D-4 - Monthly Progress Reports
5. D-5 - Environmental performance
6. D-6 - Site Safety
- 10.D-10 - Excerpts/Copies of Site Diary
- 11.D-11 - Copy of Contractor's Claim
- 14.D-14 - Final completion report;
- 15.D-15 - Final account;

1.2 Task 2: Conduct a comprehensive assessment of the current condition of the buildings & infrastructure

Judiciary of Kenya – Rehabilitation of Court Facilities

Charles conducted architectural condition assessments of existing court buildings, evaluating spatial adequacy, circulation, accessibility, safety, and functional performance to inform rehabilitation and upgrading works.

Public Sector Institutional Buildings – Government of Kenya

He reviewed existing building layouts and conditions for government facilities, identifying deficiencies and opportunities for rehabilitation to improve functionality and service delivery.

1.3 Task 3: Prepare detailed design blueprints for the improvement/rehabilitation of buildings & infrastructure

Judiciary of Kenya – New and Rehabilitated Court Buildings

Charles prepared and reviewed architectural design drawings for new and rehabilitated court facilities, ensuring compliance with building codes, accessibility standards, and functional requirements specific to judicial institutions.

Public Works Institutional Projects

- 16.D-16 - List of defective or outstanding work for the site at practical completion;
- 17.D-17 - List of defective or outstanding work for the site at the end of the defect's liability period and
- 18.D-18 - Signed-off certificates for the site upon final completion.
- 19.D-19 - Maintenance plan for the facilities
- 20.D-20 - Maintenance manuals

He contributed to the preparation of architectural drawings for government buildings, coordinating layouts with structural and services engineers to support constructable and compliant designs.

1.4 Task 4: Prepare BOQ and Specifications for the proposed buildings & infrastructure improvement/rehabilitation

Judiciary of Kenya – Court Building Projects

Charles contributed to the preparation and review of architectural specifications and BOQs, ensuring accurate definition of rehabilitation works, materials, finishes, and performance standards. *Ministry of Public Works – Government Facilities* He supported preparation of BOQs and technical specifications for institutional buildings, ensuring alignment between drawings, quantities, and construction requirements.

1.5 Task 5: Prepare the Bidding Documents for proposed buildings & infrastructure improvements/rehabilitation

Judiciary of Kenya – Tender Documentation for Court Buildings

Charles reviewed architectural components of bidding documents, ensuring consistency between drawings, specifications, and BOQs to support transparent procurement and effective contractor execution.

Government of Kenya – Institutional Building Projects

He supported preparation and review of tender documents for public sector projects, confirming architectural requirements were clearly articulated for competitive bidding.

1.6 Task 6: Assess the Environmental and social impact of proposed buildings & infrastructure improvements/ rehabilitation

Judiciary of Kenya – Public Court Facilities

Charles ensured architectural designs incorporated safety, accessibility, ventilation, and user-flow considerations, supporting environmental and social compliance through appropriate spatial planning and design mitigation measures.

Public Institutional Buildings – Government of Kenya

He integrated design features addressing accessibility and public safety requirements, supporting alignment with institutional and regulatory standards.

PART 2: Supervision During Construction

1.7 Task 1: Construction work Supervision and contract management

	<i>Judiciary of Kenya – Court Building Construction and Rehabilitation</i> Charles provided architectural oversight during construction, conducting site inspections, reviewing shop drawings, responding to RFIs, and verifying compliance with approved architectural designs and specifications. <i>Ministry of Public Works – Institutional Buildings</i> He supported construction supervision for government facilities, ensuring quality control, adherence to design intent, and resolution of architectural issues during implementation. 1.8 Task 2: Preparation of Maintenance Plan <i>Judiciary of Kenya – Institutional Facilities</i> Charles contributed architectural inputs to maintenance and handover documentation, identifying building components, finishes, and systems requiring routine maintenance to ensure durability and long-term functionality. <i>Public Sector Buildings – Government of Kenya</i> He supported preparation of maintenance considerations as part of project close-out, contributing to sustainable operation of completed institutional facilities.
--	---

Expert's contact information :

E-mail : charles@sparchitects.co.ke

Phone: +254 7121044

Certification:

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

Charles Muthuri Mutuah



12/17/2025

Name of Expert

Signature

Date

Peter Karenga Ng'ang'a



12/17/2025

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

Signature

Date

2. CURRICULUM VITAE (CV)

Position Title and No.	Quantity Surveyor
------------------------	-------------------



Name of Expert:	Mwanguhya Steven. Dedicated Measurement Engineer with over 10 years of experience in the construction industry specializing in the successful delivery of large-scale infrastructure and building projects.
Date of Birth:	TBC
Country of Citizenship/Residence	Ugandan

Education:

- **BSc. Science in Building and Civil Engineering.**

2010- 2015 Kyambogo University

- **Uganda Advanced Certificate of Education**

2008-2009 Hoima Secondary School

Computer Skills

- Auto CAD Civil 3D, Autodesk Revit, Infra Works.
- SAP2000 Structural Analysis.
- GIS software (Arc GIS), Google Maps, Global Mapper.
- Microsoft Project, MS Excel, word, power point,
- GPS software and All Survey Equipment.
- CostX and PlanSwift.

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
05/2023 – 07/2025	SBC & SBI International Holdings of Uganda Kabale International Airport Construction (Hoima). Position: Measurement Engineer Contact Information: Eng. David Birungi Project Manager AZU Properties Ltd Phone: +256 784459704 Email: dbirung09@gmail.com	Uganda	Large-scale international airport with runways, taxiways, terminals, utilities, and support infrastructure. Responsibilities: • Conducted feasibility studies and life cycle costing for airport civil works. • Prepared BOQs, tender documents, and specifications for procurement. • Carried out cost planning, budgeting, and comparative costing during design to achieve economical solutions. • Prepared interim valuations, cash-flow forecasts, and financial appraisals. • Assessed contractor claims, variations, and prepared final accounts. • Ensured cost control and budget

			compliance throughout the project lifecycle.
12/2019 – 02/2023	ARC Resources Corporation Ltd. Juba-Bor Highway Construction Position: Measurement Engineer Contact Information: Watchara Swayprakhon Project Manager. ARC Resources Cooperation Juba South Sudan. +211928860122/+8562059498767 watchara1970@gmail.com	South Sudan	Project: Juba-Bor Highway Construction (200Km Dual Carriage way Road 4-Lane), 7-Bridges, Corporate social Responsibilities (CSR), Building Hospitals, Schools, Churches, Access Roads, Mosques, Boreholes at every Sub-County level. Responsibilities: • Prepared BOQs, tender documentation, and contract conditions. • Conducted comparative costing during design and feasibility stage. • Reported on project progress, managed change orders, RFIs, and approvals. • Prepared interim payment certificates, cash flow projections, and valuations. • Evaluated and settled variations and contractors' claims. • Supported CSR works (schools, boreholes, hospitals) by integrating ESMP requirements in budgets and specifications.
10/2017 – 11/2019	Jandawall Construction and Road Building Company (Afghanistan) Rehabilitation of access road to UMAMA base, Afghanistan. Position: Design Engineer Contact Information:	Afghanistan	• Conducted feasibility studies and developed business case costing. • Prepared 2D/3D CAD design drawings, shop drawings, and specifications. • Developed and managed BOQs, cost schedules, and design documentation. • Guided survey team in data collection and verified design vs site conditions. • Conducted quality control checks on design outputs and maintained CAD standards. • Reported regularly to senior management, highlighting risks and key issues.
02/2017 – 08/2017	National Roads Authority (UNRA) Critical Oil Roads (COR) in Albertine Region. Position: Survey Engineer Contact Information: RSU Wampamba Frank	Uganda	Responsibilities: • Conducted site surveys, set out benchmarks, and verified construction layouts. • Prepared survey data, reports, and records to guide design and construction.

	Manager Survey Road network planning and Engineer, Ministry Of Works Phone: +256785201041 Email: frankwampamba@hotmail.com		- Coordinated with design engineers to align site measurements with project drawings. - Conducted QA checks on survey data, reducing measurement errors by 40%. - Supported dispute resolution by providing verified survey documentation.
09/2015 – 02/2017	China Railway No.3 Engineering Co. Ltd. Position: Measurement Engineer	Uganda	Projects: Civil Works for the Upgrading Package 5: Kanoni Sembabule, Villa Maria, Road Project (110Km) Ref No. UNRA/WORK/2023-14/00013/01/05, -Rehabilitation of Hima-Katunguru Road Project (58km) Responsibilities: - Conducted feasibility measurement studies and BOQ preparation. - Prepared interim payment certificates and financial appraisals. - Monitored material usage and implemented cost control mechanisms (reduced wastage by 10%). - Managed cost reporting, final accounts, and settlement of claims. - Prepared comparative costing and advised on contract compliance.
02/2015 – 08/2025	Reynold Construction Company RCC Reconstruction of Kampala Masaka Road Project (100Km).	Uganda	Reconstruction of Kampala– Masaka Road (100 km). Responsibilities: - Assisted in site measurements, BOQs, and tender documents. - Conducted cost estimations and comparative analysis for road rehabilitation. - Conducted cost estimations and comparative analysis for road rehabilitation. - Supported preparation of interim valuations and progress reports. - Gained practical experience in QA/QC, construction

			supervision, and AutoCAD documentation.
--	--	--	---

Membership in Professional Associations and Publications:

Associate Member Civil Engineer Reg No.1152

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

- English
- Arabic
- Runyakitara
- Luganda

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
<i>PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation</i> 1.1 Task 1: Project initiation 1.2 Task 2: Conduct a comprehensive assessment of the current condition of the buildings & infrastructure 1.3 Task 3: Prepare detailed design blueprints for the improvement/rehabilitation of buildings & infrastructure 1.4 Task 4: Prepare BOQ and Specifications for the proposed buildings & infrastructure improvement/rehabilitation 1.5 Task 5: Prepare the Bidding Documents for proposed buildings & infrastructure improvements/rehabilitation 1.6 Task 6: Assess the Environmental and social impact of proposed buildings & infrastructure improvements/rehabilitation <i>PART 2: Supervision During Construction</i> 1.1 Task 1: Construction work Supervision and contract management 1.2 Task 2: Preparation of Maintenance Plan	<i>PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation</i> Task 1: Project Initiation <i>Kabale International Airport (Uganda, 2023–2025)</i> Conducted feasibility studies and life cycle costing; prepared preliminary BOQs and cost estimates; developed tender documentation to guide project initiation. <i>Juba–Bor Highway (South Sudan, 2019–2023)</i> Prepared inception cost documents, tender specifications, and contract conditions that supported project kick-off. Task 2: Comprehensive Assessment of Current Condition <i>UNRA Critical Oil Roads (Uganda, 2017) –</i> Carried out survey assessments across 600 km, established benchmarks, verified existing layouts, and corrected discrepancies in design vs site conditions.

{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}

PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation

1. D-1 - Buildings' assessment report
4. D-4 - BOQs and Specification
5. D-5 - Bidding documents for improvements/ rehabilitation works
6. D-6 - Draft contracts

PART 2: Supervision During Construction

1. D-1 - Construction Supervision plan

China Railway Roads (Uganda, 2015–2017) – Re-measured completed works and prepared updated BOQs to align with actual site progress, ensuring accuracy of rehabilitation documentation.

Task 3: Prepare Detailed Design Blueprints for Rehabilitation

UMAMA Base Road Rehabilitation (Afghanistan, 2017–2019) – Produced feasibility and detailed design drawings, 2D/3D CAD models, and shop drawings; integrated design reviews with quantity take-offs for improved planning.

2. D-2 - Weekly/Monthly progress report.
4. D-4 - Monthly Progress Reports
5. D-5 - Environmental performance
6. D-6 - Site Safety
7. D-7 - Claim assessment and Recommendations
8. D-8 - Cost assessment/analysis and Recommendations
10. D-10 - Excerpts/Copies of Site Diary
11. D-11 - Copy of Contractor's Claim
13. D-13 - Contractor's interim payment certificate
14. D-14 - Final completion report;
15. D-15 - Final account;
16. D-16 - List of defective or outstanding work for the site at practical completion;
17. D-17 - List of defective or outstanding work for the site at the end of the defect's liability period
18. D-18 - Signed-off certificates for the site upon final completion.

Juba-Bor Highway (South Sudan) – Prepared shop drawings and technical designs for culverts, bridges, and road sections, ensuring accuracy of design-to-site translation.

Task 4: Prepare BOQs and Specifications

Kabale International Airport (Uganda)

Prepared detailed BOQs, cost estimates, and specifications for runway and terminal works.

China Railway Roads (Uganda) – Prepared interim BOQs, valuations, and specifications for two major highway rehabilitation projects, ensuring compliance with design and cost standards.

Task 5: Prepare Bidding Documents

Juba-Bor Highway (South Sudan) – Prepared and reviewed tender documents, bid packages, and contract terms, supporting transparent procurement and contractor selection.

Kabale International Airport (Uganda) – Supported preparation of tender documents and bid evaluations for subcontractor procurement.

Task 6: Assess Environmental and Social Impact of Improvements

Juba-Bor Highway (South Sudan) – Integrated environmental safeguards and CSR elements (schools, hospitals, boreholes, waste management facilities) into BOQs and specifications.

UNRA Critical Oil Roads (Uganda) – Supported ESIA through survey data, identifying environmental impacts and providing technical input for mitigation measures.

PART 2: Supervision During Construction

Task 1: Construction Work Supervision & Contract Management

Kabale International Airport (Uganda) –

Verified contractor claims, prepared interim valuations, assessed variations, and compiled final accounts; ensured contract compliance.

Juba-Bor Highway (South Sudan) – Conducted site inspections, supervised measurement works, and issued interim payment certificates; managed cost reporting, claims, and change orders.

China Railway Roads (Uganda) – Supervised site measurements, prepared IPCs, managed disputes and variations, and ensured adherence to contract specifications.

Task 2: Preparation of Maintenance Plan

China Railway Roads (Uganda) – Compiled final accounts and as-built documentation, supporting preparation of maintenance plans for road networks.

Kabale International Airport (Uganda) –



	Prepared cost and measurement data integrated into life-cycle costing and maintenance manuals for long-term facility management.
--	--

Expert's contact information :

E-mail mwanguhyasteivee@gmail.com.

Phone No. +256783495682 /+256703377036

Certification:

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

Mwanguhya Steven

09/15/2025

Name of Expert

Signature

Date

Peter Kareng'e Ng'ang'a

09/16/2025

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

Signature

Date

3. CURRICULUM VITAE (CV)

Position Title and No.	Structural Engineer
Name of Expert:	Gerald King'ori Over a decade of experience in the design, assessment, and supervision of high-rise, institutional, and educational infrastructure projects. He specializes in structural design, BOQs and tender documentation, rehabilitation of existing facilities, and contract management, ensuring compliance with international standards, safety codes, and client requirements.
Date of Birth:	1985
Country of Citizenship/Residence	Kenyan

Education:

- **Bsc. Civil & Structural Engineering (Hons.)** University of Nairobi, 2006 – 2011
- **(Certificate) ArchiCAD.** Chako College, 2010 • **(Certificate) AutoCAD.** Zetech College, 2008

Computer Skills

- Microsoft Office Suit (Word, Excel, power point etc...)
- ArchiCAD
- AutoCAD
- MS Project • Graphic Tools:
- Adobe Photoshop
- Primavera

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
---------------	---	----------------	---



2024 - present	BizSolutions 360 Inc. AFRICOM - CN&GT A&E and Construction KE DCI Academy DCI Academy Classrooms, Nairobi, Kenya Project Contract No: PO OC24-01015-01 - B360 is a subcontractor to ACS Global Services LLC Position: Structural Engineer Reference's Contact Information Peter Karengi Assoc. AIA. LEED AP. President B360	Kenya	The project involves the design and construction of new classroom and training facilities at the Defense Criminal Investigations Academy. Activities include structural design review, preparation of BOQs and specifications, and supervision of reinforced concrete and steel works to ensure secure, functional, and compliant training spaces. Eng. Kingori is responsible for reviewing and integrating structural designs, verifying
	Email: petern@b360inc.com Phone: (202) 588-0560		compliance with AFRICOM and U.S. Government standards, and supervising construction to ensure structural safety, durability, and quality. He oversees contract documentation, QA/QC of works, and risk management for the structural components of the facility.

2023 - present	BizSolutions 360 Inc. USAID South Sudan US Mission Residential Compound (RC) Data Cabling Project Contract No: 72066823C00001 – B360 is a Subcontractor to Infogain Consulting Position: Structural Engineer Reference's Contact information Peter Karengi Assoc. AIA. LEED AP. President B360 Email: peterk@b360inc.com Phone: (202) 588-0560	South Sudan	The project involves the design and installation of CAT 7 and fiber cabling at the U.S. Mission Residential Compound in South Sudan, including conceptual schematics, design development, supervision of earthworks, and construction of new manholes. Activities include civil and structural design support for manholes and underground ducting, preparation of BOQs and specifications, and supervision of related works. Eng. Kingori is responsible for reviewing and integrating structural aspects into the cabling infrastructure design, ensuring safety, durability, and compliance with U.S. Government and international codes. He provides QA/QC oversight, supervises contractor execution, and verifies that all structural works meet the project's design and operational requirements.
01/2022 - present	Perspective Consultants Ltd. Project: Proposed Development of Rockfield Junior & Senior Schools (Nairobi & Kitengela). Position: Technical Director and Senior Civil and Structural Engineer Reference's Contact information	Kenya	The project involves the development of educational facilities, including classrooms, administration blocks, and supporting infrastructure at Tena Estate (Nairobi) and Kitengela (Kajiado County). Activities include condition assessment of existing facilities, preparation of structural designs, BOQs, and tender documentation, and supervision of construction works. Mr. Kingori is responsible for the structural design of reinforced concrete works, integration of services, and supervision during construction. He ensures that the educational infrastructure complies with safety

			standards, durability requirements, and Ministry of Education guidelines.
2012 - 2021	Wanjohi Mutonyi Consult Ltd Project: Kenya National Assembly Tower (26-storey tower + basements) Position: Civil and Structural Engineer Reference's Contact information	Kenya	The project involved the design and construction of a 26-floor reinforced concrete tower with basements for the Kenya National Assembly. Activities included feasibility assessments, detailed structural design, preparation of BOQs and tender documents, and supervision of contractor works . Eng. Kingori was responsible for structural design and integration , ensuring safety, stability, and compliance with national codes and FIDIC standards. He oversaw contract management, variation analysis, and QA/QC of reinforced concrete works.
2012 - 2021	Wanjohi Mutonyi Consult Ltd Project: KCAA Aviation House Twin Towers Position: Civil and Structural Engineer Reference's Contact information	Kenya	The project involved the construction of twin 15-floor towers for the Kenya Civil Aviation Authority , connected by a skybridge. Activities included detailed structural design, BIM integration, and preparation of construction documentation . Eng. Kingori was responsible for the structural design of reinforced concrete elements, integration with architectural systems, and QA/QC oversight during construction. He ensured design compliance with aviation sector standards, ESMP requirements, and FIDIC contracts.

2012 - 2021	Wanjohi Mutonyi Consult Ltd Project: Uganda House Refurbishment (Nairobi) Position: Civil and Structural Engineer Reference's Contact information	Kenya	The project involves the rehabilitation and modernization of Uganda House , a high-rise commercial building in Nairobi. Activities include structural condition assessment, remedial design, preparation of BOQs, and supervision of rehabilitation works . Eng. Kingori was responsible for leading structural assessments, identifying areas requiring strengthening, and developing rehabilitation designs . He ensured remedial works meet safety, durability, and
			national building code requirements.
2012 - 2021	Wanjohi Mutonyi Consult Ltd Project: Inoorero University Complex (Nairobi) Position: Civil and Structural Engineer Reference's Contact information	Kenya	The project involves the design and construction of a new university complex in Nairobi , including academic blocks and support facilities . Activities include architectural and structural design, preparation of BOQs, and supervision of construction. Eng. Kingori was responsible for structural design development, integration of BIM documentation, and construction supervision . He ensured that educational infrastructure complies with safety standards and functional requirements for higher learning institutions.

Membership in Professional Associations and Publications:

Institution of Engineers of Kenya; Corporate Member – M7208
Engineers Registration Board; Professional Engineer - A4044

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

- English - Excellent
- Kiswahili - Excellent

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts: <i>PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation</i> 1.1 Task 1: Project initiation 1.2 Task 2: Conduct a comprehensive assessment of the current condition of the buildings & infrastructure 1.3 Task 3: Prepare detailed design blueprints for the improvement/rehabilitation of buildings & infrastructure 1.4 Task 4: Prepare BOQ and Specifications for the proposed buildings & infrastructure improvement/rehabilitation 1.5 Task 5: Prepare the Bidding Documents for proposed buildings & infrastructure improvements/rehabilitation 1.6 Task 6: Assess the Environmental and social impact of proposed buildings & infrastructure improvements/rehabilitation <i>PART 2: Supervision During Construction</i>	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks Task 1: Project Initiation <i>Kenya National Assembly Tower:</i> Led inception structural design reports, coordinated client briefing, and mobilized multidisciplinary teams. <i>Rockfield Schools:</i> Initiated design planning and site feasibility assessments for educational facilities in Nairobi and Kitengela. <i>DCI Academy, Kenya:</i> Reviewed inception documentation and coordinated structural input at project start-up. Task 2: Conduct a Comprehensive Assessment of the Current Condition of the Buildings & Infrastructure <i>Uganda House Refurbishment:</i> Conducted detailed structural condition assessments, identified deficiencies, and proposed remedial interventions.
1.1 Task 1: Construction work Supervision and contract management Task 2: Preparation of Maintenance Plan	<i>South Sudan Cabling Project:</i> Reviewed existing compound infrastructure, assessed earthworks and manhole conditions prior to new ducting installation.

{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved) *PART 1:*

Pre-Construction – Current

Condition Assessment & Design for

Improvement/ Rehabilitation

1. D-1 - Buildings' assessment report
2. D-2 – As-built drawings.
3. D-3 - Design/improvement drawings
4. D-4 - BOQs and Specification
5. D-5 - Bidding documents for improvements/rehabilitation works

PART 2: Supervision During Construction

1. D-1 - Construction Supervision plan
2. D-2 - Weekly/Monthly progress report.
3. D-3 - Constructability Reports.
4. D-4 - Monthly Progress Reports
6. D-6 - Site Safety
- 10.D-10 - Excerpts/Copies of Site Diary
- 11.D-11 - Copy of Contractor's Claim
- 14.D-14 - Final completion report;
- 15.D-15 - Final account;
- 16.D-16 - List of defective or outstanding work for the site at practical completion;
- 17.D-17 - List of defective or outstanding work for the site at the end of the defect's liability period and
- 18.D-18 - Signed-off certificates for the site upon final completion.
- 19.D-19 - Maintenance plan for the facilities
- 20.D-20 - Maintenance manuals

Task 3: Prepare Detailed Design Blueprints for the Improvement/Rehabilitation of Buildings & Infrastructure

KCAA Aviation House:

Prepared detailed reinforced concrete design drawings and specifications for twin towers.

Kwetu Havens Apartments:

Developed structural blueprints for 10 high-rise blocks (15 floors each).

Rockfield Schools:

Prepared structural drawings for classrooms and administration blocks.

Task 4: Prepare BOQ and Specifications for the Proposed Buildings & Infrastructure

Improvement/Rehabilitation National

Assembly Tower:

Prepared structural BOQs and technical specifications for reinforced concrete and finishes.

South Sudan Cabling Project:

Developed BOQs for manholes, ducting, and associated civil works.

Inoorero University:

Integrated BOQs and specifications for reinforced concrete educational facilities.

Task 5: Prepare the Bidding Documents for

Proposed Buildings & Infrastructure

Improvements/Rehabilitation

Road Audits (Kisumu, North Rift, Eastern Kenya):

Reviewed tender/bid documents for donor-funded road projects.

National Assembly Tower:

Assisted in preparation of tender packages for contractor procurement.

Task 6: Assess the Environmental and social impact of proposed buildings & infrastructure improvements/rehabilitation

Road Audits (RMFLF-funded projects):

Integrated ESIA findings into technical audits.

DCI Academy, Kenya:

Reviewed ESMP compliance for structural works as part of AFRICOM standards.

PART 2: Supervision During Construction

Task 1: Construction Work Supervision and Contract Management

Kwetu Havens Apartments:

Supervised reinforced concrete works, monitored QA/QC, and verified contractor claims.

	<i>KCAA Aviation House:</i> Oversaw contractor performance, ensured compliance with FIDIC contract terms, and supervised construction QA/QC. <i>South Sudan Cabling Project:</i> Supervised civil/structural works for manholes and ducting, ensuring compliance with U.S. Government standards. <i>DCI Academy, Kenya:</i> Supervised structural elements of classrooms, ensuring compliance with AFRICOM and U.S. standards. <i>Task 2: Preparation of Maintenance Plan Uganda House Refurbishment:</i> Developed structural maintenance recommendations post-rehabilitation. <i>National Assembly Tower:</i> Contributed to handover documentation, defects liability reports, and structural maintenance schedules. <i>South Sudan Cabling Project:</i> Developed structural maintenance guidelines for manholes and ducting systems to support longterm performance.
--	---

Expert's contact information :

E-mail: kingori2000@gmail.com

Phone : +254 726 098374

Certification:

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

Gerald K. Kingori



09/15/2025

Name of Expert

Signature

Date

Peter Kareng'e Ng'ang'a



09/16/2025

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

Signature

Date

4. CURRICULUM VITAE (CV)

Position Title and No.	Civil Engineer
Name of Expert:	Frank Mawanda Civil Engineer with over 11 years of professional experience in design, construction supervision, and quality assurance of roads, airports, buildings, and flood-control infrastructure. He has delivered World Bank, UN, and donor-funded projects, with expertise spanning feasibility studies, BOQs, structural/civil design review, contract management, and stakeholder coordination under challenging environments.
Date of Birth:	26/01/1990
Country of Citizenship/Residence:	Uganda

Education:

Bachelor of engineering (civil) 2 nd class Upper, NDEJJE
 University Kampala.

Advanced certificate of Education

Centenary High school masaka, Uganda

Computer Skills

- Arch card and Auto card design software
- Microsoft Office

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
07/2024 - present	DP World- Group – Dubai & United Kingdom Project: Edible Oil Terminal – Berbera Port	Somali	The project involves the construction of warehouses, utility blocks, tank storage bases, dyke walls, compressor blocks, gates, access roads, and traffic management systems. Frank supervises civil works including foundations, structural concrete, and utilities. He is responsible for QA/QC inspections, preparation of BOQs, contractor oversight, and compliance with design specifications and HSE standards.

03/2024 – 01/2025	SKA International Group Project: U.S. Military Infrastructure Works Position: Project Site Lead Engineer Reference Point of Information: Makumbi Mike	South Sudan	Led site works for runway and taxiway rehabilitation , Toyota maintenance yard, guard towers, DFAC facilities, and perimeter walls. Responsibilities included supervising earthworks, drainage, reinforced concrete structures , and ensuring
	Tel: +256 7050770660 Email: makumbimike@gmail.com .		compliance with U.S. military construction standards.
09/2022 – 02/2024	Canaan Construction Company Ltd. (Kenya Branch) Position: Project Manager	Kenya	<i>Projects:</i> <i>Manyiel–Mabior Padomolt Road (286 km)</i> <i>World Bank / WFP Access Roads (28 km and 36 km)</i> <i>Dyke Construction (15 km) under Save the Children</i> Frank managed planning, design review, and execution of major road and flood-mitigation works . He supervised contractors, performed condition assessments, prepared tender documentation and BOQs, and enforced QA/QC standards. His leadership ensured timely delivery, stakeholder engagement, and compliance with World Bank/WFP quality benchmarks.

12/2019 – 09/2022	ARC Construction Company Ltd. Position: civil engineer	South Sudan	Projects: <i>Juba–Bor Highway (200 km Dual Carriageway)</i> <i>Bank of Juba West Wing (Commercial Building)</i> <i>UN Facilities and Infrastructure Support</i> Responsible for design review, supervision of roadworks, and structural civil works . Activities included material testing, site surveys, BOQ preparation, QA/QC enforcement, and contractor performance monitoring . He ensured adherence to donor standards and national construction codes.
10/2017 – 12/2019	China Communications Construction Company (CCCC) Project: Nairobi–Naivasha Standard Gauge Railway Position: Civil Engineer / QA/QC Supervisor	Kenya	Oversaw construction of precast yards, bridge pillars, embankments, subgrade works, and base camps . Conducted QA/QC inspections, site testing, and compliance reviews . Supported design validation and supervision to ensure railway infrastructure met international safety and quality standards.
Apr 2007– June 2009	China Communications Construction Company (CCCC)	Uganda	Supervised construction of new cargo and passenger terminals, aprons, a 4 km aviation fuel pipeline, and water supply systems . Prepared BOQs, managed design integration , and
	Project: Entebbe International Airport Upgrade (World Bank / Uganda Government) Position: Civil Engineer Reference Contact Information: Matovu John Tel: 0773507085 Email: Ymatovu@gmail.com		oversaw construction supervision. Ensured compliance with ICAO and World Bank environmental and safety standards.

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

- English,
- Arabic

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
<i>PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation</i> 1.1 Task 1: Project initiation 1.2 Task 2: Conduct a comprehensive assessment of the current condition of the buildings & infrastructure 1.3 Task 3: Prepare detailed design blueprints for the improvement/rehabilitation of buildings & infrastructure 1.4 Task 4: Prepare BOQ and Specifications for the proposed buildings & infrastructure improvement/rehabilitation 1.5 Task 5: Prepare the Bidding Documents for proposed buildings & infrastructure improvements/rehabilitation <i>PART 2: Supervision During Construction</i> 1.1 Task 1: Construction work Supervision and contract management 1.2 Task 2: Preparation of Maintenance Plan	<i>PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation</i> Task 1: Project initiation <i>Entebbe International Airport (Uganda)</i> – Led initiation phase by coordinating feasibility studies, condition surveys, and regulatory consultations for new terminals and fuel pipeline works under World Bank supervision. <i>Juba-Bor Highway (South Sudan)</i> – Directed early planning, reviewed design documentation, and developed initial BOQs for civil works and bridges. Task 2: Conduct a comprehensive assessment of the current condition of the buildings & infrastructure <i>Dyke Construction, South Sudan (Save the Children)</i> – Conducted structural and geotechnical assessments of flood-prone embankments to guide rehabilitation design. <i>Bank of Juba West Wing</i> – Performed structural surveys of existing foundations before vertical expansion. Task 3: Prepare detailed design blueprints for the improvement/rehabilitation of buildings & infrastructure <i>Manyiel-Mabior Padomolt Road (South Sudan)</i> – Reviewed and validated design blueprints for subgrade, drainage, and road surfacing. <i>Berbera Edible Oil Terminal (Somaliland)</i> – Developed detailed drawings for utility blocks, tank bases, and traffic management systems. Task 4: Prepare BOQ and Specifications for the proposed buildings & infrastructure improvement/rehabilitation
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved) <i>PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation</i> 1. D-1 - Buildings' assessment report 2. D-2 – As-built drawings. 3. D-3 - Design/improvement drawings 4. D-4 - BOQs and Specification 5. D-5 - Bidding documents for improvements/rehabilitation works <i>PART 2: Supervision During Construction</i> 1. D-1 - Construction Supervision plan 2. D-2 - Weekly/Monthly progress report. 3. D-3 - Constructability Reports.	

4. D-4 - Monthly Progress Reports 6. D-6 - Site Safety 10.D-10 - Excerpts/Copies of Site Diary 11.D-11 - Copy of Contractor's Claim 14.D-14 - Final completion report; 15.D-15 - Final account; 16.D-16 - List of defective or outstanding work for the site at practical completion; 17.D-17 - List of defective or outstanding work for the site at the end of the defect's liability period and 18.D-18 - Signed-off certificates for the site upon final completion. 19.D-19 - Maintenance plan for the facilities 20.D-20 - Maintenance manuals	<i>Kampala–Masaka Road Project (Uganda)</i> – Prepared BOQs and technical specifications for asphalt, drainage, and structural works. <i>Entebbe Airport Cargo Terminal (Uganda)</i> – Produced BOQs for reinforced concrete, water supply systems, and aviation facilities. Task 5: Prepare the Bidding Documents for proposed buildings & infrastructure improvements/rehabilitation <i>World Bank/WFP Access Roads, South Sudan</i> – Supported preparation of bidding documents and evaluation criteria for local contractors. <i>Juba–Bor Highway</i> – Drafted tender BOQs and technical specifications for subcontractors. <i>PART 2: Supervision During Construction</i> Task 1: Construction work Supervision and Contract Management <i>Nairobi–Naivasha SGR (Kenya)</i> – Supervised subgrade preparation, embankment works, precast yard operations, and bridge construction. <i>U.S. Military Infrastructure (Somalia)</i> – Oversaw contractor performance, ensured compliance with U.S. standards, managed QA/QC inspections and reporting. Task 2: Preparation of Maintenance Plan <i>Entebbe Airport (Uganda)</i> – Developed maintenance schedules for aviation fuel pipeline, terminals, and utility systems. <i>Berbera Oil Terminal (Somaliland)</i> – Prepared long-term maintenance plans for tank bases, drainage systems, and utilities to ensure sustainability.
---	--

Expert's contact information :

E-mail : Mawandafrank3@gmail.com

Phone : +252 63 88 23 085

Certification:

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

Frank Mawanda



09/15/2025

Name of Expert

Signature

Date

Peter Karengi Ng'ang'a



09/16/2025

Name of authorized

Signature

Date

5. CURRICULUM VITAE (CV)

Position Title and No.	Environmental Health and Safety
Name of Expert:	Tonny Otieno Agutu An Environmental, Health, and Safety (EHS) Specialist with extensive experience supporting environmental and social compliance on World Bank, USAID, and other donor-funded infrastructure projects across Kenya and Somalia. He has contributed to the preparation and implementation of ESIA's, ESMPs, C-ESMPs, environmental audits, and safeguards monitoring, ensuring adherence to the World Bank Environmental and Social Framework (ESF), national environmental regulations, and industry OHS standards.
Date of Birth:	25/11/1994
Country of Citizenship/Residence	Kenya

Education:

BSc. Environmental Science (2nd Class Upper Division)

Maseno University – Main Campus, 2017

Kenya Certificate of Secondary Education (KCSE)

Salem Mixed High School, 2012

Computer Skills

- Microsoft Office Suit (Word, Excel, power point etc...)

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
--------	--	---------	--

11/2024 - Present	Blueflag Energy Limited in JV with Najax Trading company Project: World Bank SESRP – Solar & BESS installation in Health & Education Facilities Position: Environment and Social Safeguards Reference Contact Information: Muhammed Suleiman Phone: +254713086320 Email: business.dev@blueflagenergy.com	Somalia	Deployment of solar power systems and BESS units in public health centers and schools to improve energy reliability under the World Bank SESRP program. Scope includes construction activities, equipment installation, and site-level environmental and safety compliance. He conducts EHS inductions , toolbox talks, and site-specific risk assessments. Prepares and implements C-ESMP , including Waste Management Plans, Traffic Plans, and OHS Plans. He has been able to maintain ESHS documentation including incident registers, near-miss logs, and compliance reports. Mr. Agutu monitors contractor adherence
			to World Bank EHS Guidelines , national environmental laws, and safety standards. Supervises site activities to ensure environmental protection, occupational safety, and community safeguards are maintained.
01/2025	Asal Builders Ltd – Somalia (USAID Funded) Project: USAID Infrastructure & Road Works Position Held: Social & ESHS Expert Reference Contact Information: Eng. Abdullahi Mohammed Phone: +254741134055 Email: abdullahi@asalbuilders.com	Somalia	Labor-intensive road rehabilitation and community infrastructure upgrades aimed at improving mobility and economic access in local communities. Key Activities: • Provided remote oversight on ESHS compliance, ensuring alignment with USAID environmental and social safeguard policies. • Supported contractor reporting on labor safety, social risk mitigation, and environmental monitoring. • Reviewed ESHS documentation including site reports, safety plans, and community engagement outputs.

07/2024 – 12/2024	Centre for Environment Justice and Development (CEJAD), Kenya Position: Field Assistant Reference Contact Information Ms. Martha Maina Administrator Phone: +254713612669 Email: marthamaina@cejadkenya.org	Kenya	The project entailed zero-waste and environmental compliance program supporting community-level waste reduction, pollution control, and environmental advocacy. He supported implementation of zerowaste strategies in communities. Collected environmental field data and monitored compliance with project guidelines. Participated in public engagement and environmental awareness activities.
01/2024 – 12/2024	Chaju Builders Ltd Project: World Bank Kenya Informal Settlements Improvement Project Phase 2 (KISIP2) Position: Environmental Safeguards Specialist Reference Contact Information: Caleb Obonyo Email: caleb.obonyo@gmail.com	Kenya	The project included upgrading informal settlements through infrastructure improvements (drainage, water systems, sanitation, pathways), including land tenure regularization and community engagement. As the Environmental Safeguards Specialist, he conducted E&S inductions , toolbox talks, and workers' safety briefings. He also supported GRM formation and community stakeholder engagement and oversaw C-ESMP implementation , environmental monitoring, and OHS supervision. He maintained ESHS records, reports, and compliance checklists.
	Adequate Machinery Ltd	Kenya	Supervised ESHS compliance during
03/2022 – 05/2024	Project: Water & Sanitation Development Project (WSDP) Position: EHS Officer Reference Contact Information: Eng Jefferson Omolo Position: Site Agent Tel: 0711893363		stormwater and sewer system rehabilitation works. Implemented ESHS procedures, conducted incident investigations , and ensured PPE enforcement. Conducted community meetings , environmental monitoring, and GRM management. Prepared monthly ESHS reports, site inspection logs, and compliance submissions.
12/2021 – 02/2022	Wardy Communications Ltd Project: World Bank – Water & Sanitation Development Project (WSDP) Position: ESHS Lead	Kenya	Ensured compliance with environmental and safety requirements during the rehabilitation of a wastewater treatment plant and associated water infrastructure improvements. Conducted safety checks, environmental monitoring, and daily site inspections. Supported

			reporting, document control, and contractor performance oversight.
--	--	--	--

Membership in Professional Associations and Publications:

- Member of Environment Institute of Kenya (EIK) Membership number. EIK/2/3729 • National Environment Authority (NEMA) registered as an associate expert registration number 11359.

Language Skills

- English
- Swahili

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts: <i>PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation</i> 1.1 Task 1: Project initiation 1.2 Task 2: Conduct a comprehensive assessment of the current condition of the buildings & infrastructure 1.4 Task 4: Prepare BOQ and Specifications for the proposed buildings & infrastructure improvement/rehabilitation 1.5 Task 5: Prepare the Bidding Documents for proposed buildings & infrastructure improvements/ rehabilitation 1.6 Task 6: Assess the Environmental and social impact of proposed buildings & infrastructure improvements/ rehabilitation <i>PART 2: Supervision During Construction</i>	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks Task 1: Project Initiation <i>World Bank – SESRP Solar & BESS Installations, Somalia (Blueflag Energy/Najax Trading)</i> Initiated safeguards mobilization, prepared site-specific ESHS plans (C-ESMP), and coordinated initial stakeholder briefings to establish baseline environmental and safety requirements. <i>World Bank – KISIP2, Kenya (Chaju Builders)</i> Supported inception planning, prepared ESHS induction materials, and aligned contractor mobilization with ESMP and World Bank ESHS guidelines. Task 2: Comprehensive Assessment of the Current Condition of Buildings and Infrastructure <i>World Bank – WSDP Stormwater & Sewer Projects, Kenya (Adequate Machineries)</i> Conducted baseline environmental and social assessments of stormwater drains, sewer overflow systems, and surrounding communities to identify risks prior to construction. <i>World Bank – SESRP Solar/BESS in Health & Education Facilities, Somalia</i>
--	---

1.1 Task 1: Construction work Supervision and contract management 1.2 Task 2: Preparation of Maintenance Plan	Assessed site conditions, community sensitivities, construction impacts, and health/safety risks in schools and health facilities to inform safeguards planning. Task 4: Preparation of Bills of Quantities (BOQ) and Specifications <i>World Bank – KISIP2, Kenya</i>
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved) <i>PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation</i> 1. D-1 - Buildings’ assessment report 3. D-3 - Design/improvement drawings 5. D-5 - Bidding documents for improvements/rehabilitation works 7. D-7 - ESMPs for the construction works <i>PART 2: Supervision During Construction</i> 1. D-1 - Construction Supervision plan 2. D-2 - Weekly/Monthly progress report. 4. D-4 - Monthly Progress Reports 5. D-5 - Environmental performance 6. D-6 - Site Safety 10. D-10 - Excerpts/Copies of Site Diary 14. D-14 - Final completion report; 15. D-15 - Final account; 16. D-16 - List of defective or outstanding work for the site at practical completion; 17. D-17 - List of defective or outstanding work for the site at the end of the defect’s liability period and 18. D-18 - Signed-off certificates for the site upon final completion. 19. D-19 - Maintenance plan for the facilities D-20 - Maintenance manuals	Integrated ESMP requirements into BOQs including safety, waste management, environmental mitigation, and community engagement costs to ensure contractors priced safeguards measures. <i>World Bank – WSDP (Kenya)</i> Contributed safeguard inputs for specifications for wastewater, stormwater, and sanitation works, ensuring inclusion of pollution control, OHS, and environmental protection requirements. Task 5: Preparation of Bidding Documents <i>World Bank – KISIP2 & WSDP Projects, Kenya</i> Reviewed tender documents to ensure inclusion of ESHS clauses, contractor ESMP obligations, incident reporting requirements, and community health and safety standards. <i>USAID – ASAL Builders Road Works (Somalia)</i> Provided safeguard inputs for procurement packages, including contractor HSE compliance obligations and monitoring requirements. Task 6: Environmental and Social Impact Assessment for Infrastructure Improvements <i>World Bank – WSDP (Kenya)</i> Participated in environmental audits, safeguards assessments, and ESIA support for stormwater, sewer, and treatment plant rehabilitation projects. <i>World Bank – KISIP2 (Kenya)</i> Supported environmental & social assessments in informal settlements, integrating key issues—drainage, sanitation, waste management, community safety—into ESMPs. <i>PART 2: Supervision During Construction</i> Task 1: Construction Work Supervision and Contract Management <i>World Bank – SESRP, Somalia</i> Supervised site compliance during solar & BESS installation works, conducted EHS audits, toolbox talks, hazard inspections, and ensured contractor adherence to C-ESMP. <i>World Bank – WSDP Stormwater & Sewer Upgrades, Kenya</i>

	Coordinated ESHS supervision, performed daily site inspections, reviewed incident logs, and prepared environmental and safety reports. <i>World Bank – KISIP2 Informal Settlements Upgrading, Kenya</i> Monitored construction activities for ESHS compliance, verified implementation of ESMP and GRM, and oversaw contractor safety performance. Task 2: Preparation of Maintenance Plan <i>World Bank – WSDP (Kenya)</i> Developed post-construction environmental and safety recommendations forming part of long-term maintenance protocols for stormwater and sewer systems. <i>World Bank – SESRP Solar/BESS Facilities (Somalia)</i> Prepared site environmental performance notes and contributed to maintenance guidance to ensure safe operation of energy systems and auxiliary infrastructure.
--	---

Expert's contact information :



E-mail : tonnyagutu@gmail.com

Phone : +254 792907971

Certification:

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

Tonny Otieno Agutu

12/12/2025

Name of Expert

Signature

Date

Peter Kareng'e Ng'ang'a

12/12/2025

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

Signature

Date

6. CURRICULUM VITAE (CV)

Position Title and No.	Social and Gender specialist.
------------------------	-------------------------------

Name of Expert:	Christine Apiyo A Social Development and Gender Safeguards Specialist with extensive experience supporting environmental and social compliance on World Bank and other donor-funded infrastructure projects across Kenya and Somalia. She has delivered social assessments, ESMP implementation, GRM systems, stakeholder engagement, SEA/SH-sensitive community consultations, labour management compliance, and social risk monitoring, ensuring alignment with the World Bank Environmental and Social Framework (ESF), national safeguards regulations, and international good practice. Her work includes community outreach, contractor ESHS supervision, social impact mitigation, and monitoring of labour, gender, and community health and safety risks across construction and rehabilitation projects.
Date of Birth:	08/03/1988
Country of Citizenship/Residence	Kenyan

Education:

BA. Sociology with IT (Second Class Honours, Upper Division

Maseno University, 2012 – 2015

Other Trainings Completed

- April 2025: Project Management Course – Udemey
- 30th & 31st May 2024: World Bank Contractors' Occupational Health & Safety Training – Organized by World Bank Group, Radison Blu, Nairobi
- May 2024: Occupational Safety & Health Committee Training - Josper Limited, Uvuvi Site
- May 2024: First Aid Training - Josper Limited, Uvuvi Site
- May 2024: Fire Safety Awareness Training - Josper Limited, Uvuvi Site
- January 2024: Certificate in Health, Safety and Environment (HSE) – Udemey
- July 2023: Occupational First Aid Training – Kaileys Consortium
- June 2023: Occupational Safety & Health Training - Kaileys Consortium

Computer Skills

- Microsoft Office Suit (Word, Excel, power point etc...)

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
---------------	---	----------------	---

09/2025 - present	QC Renewable Energy East Africa Ltd Position: Assistant Environmental, Safety, Health & Security Officer	Somalia	Supports implementation of genderresponsive ESHS systems , ensuring women workers and community members are adequately represented and protected. Conducts risk assessments , worker welfare
----------------------	---	---------	--

	Reference Point of Information: Paul Nicholas Email: sirnicholaspaul@gmail.com		monitoring, and oversees social safeguards compliance with attention to gendered vulnerabilities, labor conditions, and SEA/SH prevention . Facilitates community engagement activities that integrate women's voices in project decisionmaking.
09/2023 -present.	Landmark Holdings Ltd Project: World Bank – KEMFSED Fisheries Headquarters (UVUVI House) Position: Assistant Safeguards Specialist Reference Contact Information Paul Nicholas E-mail: sirnicholaspaul@gmail.com	Kenya	The project involves the construction of a modern fisheries headquarters under the Kenya Marine and Fisheries Socio-Economic Development (KEMFSED) program, aimed at strengthening institutional capacity in the fisheries sector. Within this framework, she leads social and gender safeguards implementation, conducting gender-sensitive stakeholder engagement , ensuring the establishment and functioning of a grievance redress mechanism with SEA/SH reporting pathways, and delivering ongoing worker and community induction on gender equality, inclusion, and behavioral obligations. She monitors contractor compliance with labor management procedures, worker welfare, and community health and safety , producing genderfocused ESHS reports aligned with World Bank ESF standards.

03/2022 – 07/2023	Pinnie Agency Ltd Project: World Bank – Faecal Sludge Treatment Plant, WSDP Position: Assistant Health, Safety & Social Safeguard Specialist Reference Contact Information: Tony Agutu Tel: 0792 907 971 Email: tonnyagutu@gmail.com	Kenya	The project entailed the design, construction, and commissioning of a faecal sludge treatment plant to improve urban and peri-urban sanitation and wastewater management. She conducted social assessments emphasizing vulnerable groups, facilitated gender-aware public consultations , assisted in the social components of RAPs and ESMPs, and ensured SEA/SH-sensitive grievance management. She supported community health and safety measures tailored to women's safety , sanitation access, and social risks during construction works, while monitoring contractor compliance with safeguards and reporting on social and genderfocused outcomes.
08/2020 – 02/2021	Baypal Consultancy Firm Ltd Position: Consultant Reference Contact Information: Caleb Obonyo Tel: 0727 576 451 E-mail: caleb.obonyo@gmail.com	Kenya	This project focused on conducting socio-economic baseline studies to inform ESIA for development initiatives. She collected genderdisaggregated data through community surveys, analyzed local social dynamics, and assessed women's participation and vulnerabilities . She supported preparation of ESIA social sections, identifying social and gender-based risks, and recommended mitigation measures to enhance community inclusion and gender responsiveness.

2016 - 2017	Baypal Consultancy Firm Ltd Position: Research Assistant Reference Contact Information: Paul Nicholas E-mail: sirnicholaspaul@gmail.com	Kenya	This project involved field-level socio-economic and gender-sensitive research to support ESIA reporting and safeguards planning. She participated in household surveys, community assessments, and stakeholder consultations, gathering data on socio-economic conditions, women's access to services, and participation in decision-making processes. Her work directly informed ESIA social sections and guided safeguards planning to address community vulnerabilities and gender-related risks.
-------------	--	-------	---

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

- English
- Swahili

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts: <i>PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation</i> 1.1 Task 1: Project initiation 1.2 Task 2: Conduct a comprehensive assessment of the current condition of the buildings & infrastructure 1.4 Task 4: Prepare BOQ and Specifications for the proposed buildings & infrastructure improvement/rehabilitation 1.5 Task 5: Prepare the Bidding Documents for proposed buildings & infrastructure improvements/ rehabilitation	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks <i>PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation</i> Task 1: Project initiation <i>World Bank – KEMFSED Fisheries Headquarters (Landmark Holdings):</i> Mobilized social safeguards activities, prepared induction materials, set up the GRM, and coordinated initial stakeholder consultations to establish baseline social compliance requirements. <i>WSDP – Faecal Sludge Treatment Plant, Watamu (Pinnie Agency):</i> Conducted early community outreach and social risk screening to
--	--

1.6 Task 6: Assess the Environmental and social impact of proposed buildings & infrastructure improvements/ rehabilitation <i>PART 2: Supervision During Construction</i> 1.1 Task 1: Construction work Supervision and contract management 1.2 Task 2: Preparation of Maintenance Plan {List all deliverables/tasks as in TECH- 5 in which the Expert will be involved) <i>PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation</i> 2. D-1 - Buildings’ assessment report 3. D-3 - Design/improvement drawings 5. D-5 - Bidding documents for improvements/rehabilitation works 7. D-7 - ESMPs for the construction works <i>PART 2: Supervision During Construction</i> 1. D-1 - Construction Supervision plan 2. - D-2 - Weekly/Monthly progress report. 5. D-5 - Environmental performance 6. D-6 - Site Safety 10. D-10 - Excerpts/Copies of Site Diary 14.D-14 - Final completion report; 15.D-15 - Final account; 16.D-16 - List of defective or outstanding work for the site at practical completion; 17.D-17 - List of defective or outstanding work for the site at the end of the defect’s liability period and 19. D-19 - Maintenance plan for the facilities 20. D-20 - Maintenance manuals	inform safeguards planning and contractor mobilization. Task 2: Conduct a comprehensive assessment of the current condition of the buildings & infrastructure <i>World Bank – WSDP (Pinnie Agency):</i> <i>Conducted socio-economic assessments, stakeholder mapping, and identification of vulnerable groups around wastewater and sanitation infrastructure sites.</i> <i>World Bank – KEMFSED (Landmark Holdings):</i> <i>Assessed social conditions around the construction site and conducted worker/community interface assessments to identify risks for SEA/SH, labour influx, and community health and safety.</i> Task 4: Prepare BOQs and Specifications for the proposed improvements/rehabilitation <i>World Bank – KEMFSED Fisheries HQ:</i> <i>Integrated social mitigation requirements gender-sensitive facilities, worker welfare provisions, community safety controls into safeguards sections of technical specifications and contractor obligations.</i> <i>World Bank – WSDP (Pinnie Agency):</i> <i>Supported inclusion of social safeguards, CHS, worker code of conduct, SEA/SH mitigation measures, and GRM requirements into BOQs and technical documentation.</i> Task 5: Prepare Bidding Documents <i>World Bank – KEMFSED:</i> <i>Reviewed bidding documents to ensure inclusion of social mitigation requirements, labor standards, community engagement obligations, and safety provisions.</i> <i>WSDP – Wastewater and Sanitation Works:</i> <i>Added social safeguards clauses to contractor procurement packages including grievance processes, stakeholder engagement duties, and SEA/SH requirements.</i> Task 6: Assess the Environmental and Social Impact of proposed improvements/rehabilitation <i>World Bank – WSDP (Pinnie Agency):</i> <i>Conducted social impact assessments, identified community risks, conducted public consultations, and contributed to ESMP development for sanitation and sludge treatment projects.</i>
---	---

	<i>Baypal Consultancy – ESIA Assignments:</i> Participated in environmental and social baseline studies, community surveys, and impact
--	---

	evaluations for infrastructure, WASH, and agricultural projects. <i>PART 2: Supervision During Construction</i> Task 1: Construction work supervision and contract management <i>World Bank – KEMFSED (Landmark Holdings):</i> Oversaw daily safeguards compliance including GRM operation, community and worker inductions, ESMP implementation, SEA/SH risk mitigation, and reporting in ESHS meetings. <i>World Bank – WSDP (Pinnie Agency):</i> Conducted site inspections to ensure compliance with social safeguards, monitored contractor worker welfare, labor conditions, and CHS measures. <i>Somalia – QC Renewable Energy (Renewable Energy Project):</i> Supervised worker safety, community engagement, and ESHS implementation on energy facility construction sites. Task 2: Preparation of Maintenance Plan <i>World Bank – WSDP (Pinnie Agency):</i> Provided social inputs to sustainable operations, including community-complaint monitoring mechanisms and CHS guidelines post-construction. <i>World Bank – KEMFSED (Landmark):</i> Prepared social performance guidance for operational phases, including stakeholder communication and continued GRM management.
--	---

Expert’s contact information :

E-mail : apiyoxtime@gmail.com

Phone : +254 725 716 702 or +254 785 558 700

Certification:

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



Christine Awuor Apiyo

12/12/2025

Name of Expert

Signature

Date

Peter Karenga Ng'ang'a

12/12/2025

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

Signature

Date

7. CURRICULUM VITAE (CV)

Position Title and No.	Electrical Engineer
Name of Expert:	Andrew Karuga Maina Mr. Karuga excels not only in technical expertise but also in ensuring the highest level of quality assurance throughout all projects. As a certified professional with 24+ years of experience as an electrical engineer, he has developed comprehensive quality assurance processes that guarantee adherence to industry best practices and regulatory requirements.
Date of Birth:	21/08/1972
Country of Citizenship/Residence:	Kenya / Nairobi

Education:

- **Jomo Kenyatta University of Agriculture and Technology: Home -JKUAT** Masters Business Administration (MBA) - 2018
- **Jomo Kenyatta University of Agriculture and Technology: Home -JKUAT** BSC. in Electrical & Electronics Engineering - 1999
- **The Association of Energy Engineers (AEE) - 2012** Certified Energy Manager
- **MiCAS - 2005** Project Management
- **Bureau Veritas - 2004** Internal Quality Manager
- **World Bank -2003** Corporate Social Responsibility
- **Tererosa - 2003** AutoCAD
- **Fire Advisory Services - 2003** Fire Safety and Fire Fighting Course

Computer Skills

- AutoCAD
- AutoCAD Electrical



- Microsoft Office
- Revit MEP (Electrical)
- ETAP (Electrical Transient Analyzer Program)

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
2025 - present	BizSolutions 360 Inc. (Prime Contractor) Project: World Bank – Rehabilitation of National Teacher Training Institutes (NTTIs) Position: Electrical Engineer Reference Point of Information:	South Sudan	The project involves the rehabilitation and modernization of teacher training facilities to improve educational infrastructure. Activities include facility condition assessments, design integration, and supervision of

	Peter Karengel Assoc. AIA, LEED AP President B360 Email: petern@b360inc.com Tel: +1 (202) 588-0560		construction/rehabilitation works across multiple campuses. The scope covers classrooms, administrative blocks, dormitories, and utilities. He is responsible for the assessment, design, and integration of electrical systems, including power distribution, lighting, and backup systems. He ensures compliance with World Bank guidelines and national electrical codes, prepares BOQs and technical specifications, and supervises installation to guarantee safe, efficient, and sustainable infrastructure upgrades.
2024- Present	Elemtech Engineering LDA Project: Sustainable Energy and Broadband Access in Rural Mozambique (Proenergia+), Package A – Lot 1 Position: Project Manager Reference's Contact Information: Ramji Patel Email: director@elemtechinfo.co.ke Tel: +254 (0) 727 346 549	Mozambique, Maputo	This project covers the design and construction of medium voltage networks and electrification of 20,000 homes in Maputo City. Eng. Karuga prepared the Project Implementation Schedule, developed material and procurement schedules, monitored budgetary compliance, and ensured quality assurance across all project phases. His role focused on design review, supervision of installations, and risk management to meet donor and government electrification standards.

2023 - 2024	TradeMark Africa (TMA)/ East Africa Market Development Associates (EMDA) Project: Technical Assistance to support establishment of an export supply hub for avocados, mangoes and vegetables. Position: Infrastructure & Engineering Specialist. Reference's Contact Information: Fred Ogana, CEO +254 722 715 772	Kenya	Provided technical assistance for the establishment of an export supply hub , focusing on design integration, infrastructure planning, and utility systems . Eng. Karuga developed preliminary designs , conducted supply chain and infrastructure assessments , and defined a roadmap for operational procedures, compliance, and quality standards . His engineering inputs ensured the hub were functional, resilient, and aligned with international standards.
2023 - 2024	South Sudan 3MW Diesel Power Plant and proposed repairs Yambio, West Equatorial State Position: electrical engineer Reference's Contact Information: Eng. Simon Charleman +211 956 628 433	South Sudan	Experience in electrical engineering was highly valuable in ensuring the quality and safety of the project. His responsibilities included: • Leveraging his comprehensive knowledge, he led the production of essential and comprehensive design documents that served as the guiding blueprint for each project's realization. By providing necessary and sufficient design documents, he

			empowered teams to navigate complex challenges with clarity and precision, fostering a seamless translation of design intent into tangible, efficient electrical systems. • He is well-versed in the South Sudan relevant electrical codes, standards, and regulations therefore his knowledge was essential for ensuring that the power plant and repair projects comply with safety and quality regulations. • During the quality assurance phase, his expertise was used to review the electrical design plans. He assessed the plans to ensure that they were accurate, efficient, and safe. This included reviewing schematics, circuit layouts, and equipment specifications to identify any potential design flaws or inefficiencies that could impact project quality. • In the quality control phase, his knowledge of electrical components was instrumental in verifying the quality of materials and equipment being used in the project. He inspected and tested components to ensure they are of the highest quality and appropriate for their intended use in the power plant or repair project
--	--	--	---

2010 – Present -	Histoto Limited Position: Managing Director Sample of Projects completed: Erection of 2 x 23MVA, 132/11kV, MV Panels, Control and Protection Panels - Villa Franca Substation Nairobi Kenya Position: Project Manager	Nairobi Kenya	His management experience with design and QA associated with electrical upgrade enabled him to contribute significantly to ensuring the successful execution of the project by applying effective design and quality assurance practices to the electrical upgrade. The Electrical repairs to panels involved diagnosing and rectifying problems within these panels, such as tripped breakers, faulty connections, or outdated components. He was responsible for the following: • His role in MV panels encompassed designing, overseeing installation, and ensuring the maintenance of medium voltage distribution panels. He meticulously analyzed power requirements selected appropriate
			components, & crafted layouts that optimized power distribution efficiency. • For control and protection panels, he was responsible for devising intricate control systems and safeguard mechanisms. His ingenuity led to the creation of panels that coordinated complex processes, enabling seamless control over various equipment and systems. By integrating sophisticated protection mechanisms, he fortified installations against faults and anomalies, assuring uninterrupted operations while prioritizing safety. • Risk Assessment: Drawing from QA skills, he conducted thorough risk assessments related to the electrical upgrade. This included identifying potential design flaws, equipment reliability concerns, and safety risks

Apr 2007- June 2009	Cogeneration Power Plant, Kenya; Position: Project Manager Contact Information: Mumias Sugar Company Mumias Kenya	Mumias Kenya	He was involved from procurement through construction, commissioning and handover. This Power Plant is now working successfully and delivering value for money for the investor. This project total cost was USD 55 Million with 30% Equity and 70% funding from Agence Française de Développement (AFD) through Proparco. This project involved Design, Procurement, Construction and Commissioning of a 34MW Cogeneration Power Plant. The plant gives 26MW to grid in addition to giving 120 tons of exhaust steam for boiling sugar. He also successfully made an application for the Generation License for Mumias Sugar Plant. He was involved in the following project stages: Design phase: He collaborated closely with engineering teams to outline the project's technical specifications, conceptualizing the layout and configuration of the plant. Drawing from his electrical engineering background, he provided valuable insights into power distribution, equipment selection, and integration of cogeneration system
			that not only met performance targets but also adhered to safety standards and regulatory requirements. Procurement Phase: He guided the sourcing and acquisition of crucial components for the power plant. Leveraging his industry network, he identified reliable suppliers, negotiated contracts, and ensured timely delivery of equipment, such as turbines, generators, boilers, and control systems

Membership in Professional Associations and Publications.

- Certified Energy Auditor, AEE
- Registered Graduate Engineer, EBK (Engineers Board, Kenya)
- Member Project Management Institute (PMI)



- Certified Energy Auditor (CEM)
- T3 – Solar PV Technician
- Member IEK (Institute of Engineers of Kenya)

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

- English,
- Swahili,
- Kikuyu

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts: <i>PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation</i> 1.6 Task 1: Project initiation 1.7 Task 2: Conduct a comprehensive assessment of the current condition of the buildings & infrastructure 1.8 Task 3: Prepare detailed design blueprints for the improvement/rehabilitation of buildings & infrastructure 1.9 Task 4: Prepare BOQ and Specifications for the proposed buildings & infrastructure improvement/rehabilitation 1.10 Task 5: Prepare the Bidding Documents for proposed buildings & infrastructure improvements/rehabilitation <i>PART 2: Supervision During Construction</i> 1.3 Task 1: Construction work Supervision and contract management 1.4 Task 2: Preparation of Maintenance Plan	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks <i>PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation</i> Task 1: Project initiation <i>World Bank NTTIs Project (South Sudan) –</i> Led initial facility condition assessments for teacher training campuses, developed design briefs, and initiated stakeholder consultations for integration of electrical upgrades. <i>Mumias Cogeneration Power Plant (Kenya) –</i> Directed project initiation phase, including feasibility studies, design scoping, and alignment with regulatory licensing requirements. Task 2: Conduct a comprehensive assessment of the current condition of the buildings & infrastructure <i>World Bank NTTIs Project –</i> Conducted electrical system audits of classrooms, dormitories, and administrative blocks to assess deficiencies in existing wiring, power distribution, and backup systems.
--	---

{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved) PART 1: <i>Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation</i> 6. D-1 - Buildings’ assessment report 7. D-2 – As-built drawings. 8. D-3 - Design/improvement drawings 9. D-4 - BOQs and Specification 10. D-5 - Bidding documents for improvements/rehabilitation works PART 2: Supervision During Construction 1. D-1 - Construction Supervision plan 2. D-2 - Weekly/Monthly progress report. 3. D-3 - Constructability Reports. 4. D-4 - Monthly Progress Reports 6. D-6 - Site Safety 10.D-10 - Excerpts/Copies of Site Diary 11.D-11 - Copy of Contractor’s Claim 14.D-14 - Final completion report; 15.D-15 - Final account; 16.D-16 - List of defective or outstanding work for the site at practical completion; 17.D-17 - List of defective or outstanding work for the site at the end of the defect’s liability period and 18.D-18 - Signed-off certificates for the site upon final completion. 19.D-19 - Maintenance plan for the facilities 20.D-20 - Maintenance manuals	<i>Villa Franca Substation Upgrade (Kenya) –</i> Performed condition surveys and assessments of MV panels and control systems before designing replacement and protection upgrades. Task 3: Prepare detailed design blueprints for the improvement/rehabilitation of buildings & infrastructure <i>South Sudan 3MW Diesel Power Plant –</i> Produced electrical design documentation, schematics, and layouts, ensuring alignment with codes and operational standards. <i>Histoto Ltd – Villa Franca Substation –</i> Designed MV panels and control systems, integrating safety mechanisms into detailed engineering drawings. Task 4: Prepare BOQ and Specifications for the proposed buildings & infrastructure improvement/rehabilitation <i>World Bank NTTIs Project –</i> Prepared BOQs, material specifications, and cost estimates for power distribution, lighting, and backup systems. <i>Mozambique Electrification Project (Proenergia+)</i> – Developed material schedules and BOQs for medium voltage and household electrification works. Task 5: Prepare the Bidding Documents for proposed buildings & infrastructure improvements/rehabilitation <i>TradeMark Africa Export Supply Hub Project –</i> Supported tender preparation and documentation, integrating electrical infrastructure specifications. <i>World Bank WSDP-linked works (under Histoto/Elemach assignments)</i> – Contributed to procurement packages and contractor bid evaluation based on technical compliance. PART 2: Supervision During Construction Task 1: Construction work Supervision and Contract Management <i>World Bank NTTIs Project –</i> Supervises installation of electrical systems, ensures compliance with World Bank ESF, safety codes, and QA/QC requirements. <i>South Sudan 3MW Diesel Power Plant –</i> Oversaw contractor supervision, QA inspections, and testing of electrical components, guaranteeing quality and compliance. <i>Mumias Cogeneration</i>
---	---

	<i>Power Plant</i> – Managed construction, commissioning, and handover, ensuring alignment with design and contractual obligations. Task 2: Preparation of Maintenance Plan <i>World Bank NTTIs Project</i> – Develops electrical maintenance protocols, ensuring sustainability and safe operation post-rehabilitation. <i>Villa Franca Substation (Histoto Ltd)</i> – Prepared maintenance strategies for MV panels and control/protection systems. <i>Mozambique Electrification Project (Proenergia+)</i> – Introduced long-term O&M plans for rural electrification and household connections.
--	--

Expert's contact information : E-mail

- andrew@histoto.com,

Phone : +254 722 962 480

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake

Andrew Karuga Maina Name of Expert	 Signature	09/14/2025 Date
Peter Karenga Ng'ang'a Name of authorized Representative of the Consultant (the same who signs the Proposal)	 Signature	09/16/2025 Date

the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

8. CURRICULUM VITAE (CV)

Position Title and No.	Mechanical Engineer
Name of Expert:	Eliud Wanyonyi Experienced Mechanical Engineer with extensive expertise in the design, documentation, procurement, and supervision of mechanical systems for institutional, healthcare, residential, and commercial projects. Skilled in HVAC, plumbing, drainage, and fire protection systems, he ensures compliance with national building codes and international standards while delivering sustainable, efficient, and cost-effective infrastructure solutions.
Date of Birth:	12/04/1997
Country of Citizenship/Residence:	Kenya

Education:

Bachelor of Science Mechanical Engineering

University of Nairobi, 1997- 2002

Diploma in Project Management

Kenya Institute of Management, 2007 -2008

Computer Skills

- AutoCAD
- Microsoft Office

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
---------------	---	----------------	---

2025 - present	Kinetic Pride Systems Position: Mechanical Engineer Reference Point of Information: Email: info@kineticpride.com	Kenya	<i>Project: Kakamega County Referral Hospital & Kenya Medical Training College Laboratory & Tuition Block</i> Led the mechanical design, BOQs, specifications, and supervision for hospital and education facilities. Systems included HVAC, plumbing, drainage, fire safety, and medical gas piping. Conducted condition assessments, prepared tender documents, and supervised contractor performance. Ensured compliance with health and safety standards and successful commissioning of systems.
	Kinetic Pride Systems Position: Mechanical Engineer Reference Point of Information: Email: info@kineticpride.com	Kenya	<i>Project: Embu University Hostels & Offices; Pwani University Senate Building and Auditorium</i> Designed and supervised mechanical systems for academic buildings, including dormitories, lecture halls, and offices. Responsibilities included preparation of BOQs, technical specifications, and tender evaluation. Supervised construction and testing of plumbing, fire protection, and HVAC systems, ensuring compliance with Kenyan building codes and international standards.
	Kinetic Pride Systems Position: Mechanical Engineer Reference Point of Information: Email: info@kineticpride.com	Kenya	<i>Project: Kilifi Stadium & Safaricom Cooperative Housing (300 units)</i> Directed design, documentation, and supervision of large-scale mechanical systems for a public stadium and residential housing. Prepared detailed drawings, BOQs, and specifications; ensured costeffective designs; supervised installation and commissioning of plumbing, water supply, and fire protection systems.

2005 - 2010	Ministry of Public Works <i>Project:</i> Kenya School of Government – Conference Centre, Administration Block, Hostel Block, Tuition Block <i>Position:</i> Mechanical Engineer	Responsible for the design, documentation, procurement, and supervision of mechanical works across multiple institutional facilities at KSG. Scope included plumbing, drainage, fire protection, and HVAC systems. Prepared BOQs, specifications, and tender documents; carried out condition assessments and site supervision to ensure construction quality and compliance with government standards. Oversaw contractor performance, testing, and commissioning, ensuring functional and sustainable infrastructure to support training and administrative operations.
-------------	--	---

Membership in Professional Associations and Publications.

Engineering Board of Kenya (EBK) – PE, 2010: EBK No. E 490

Institution of Engineers of Kenya (IEK)

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

- English,
- Swahili

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
---	--

<i>PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation</i> 1.1 Task 1: Project initiation 1.2 Task 2: Conduct a comprehensive assessment of the current condition of the buildings & infrastructure 1.3 Task 3: Prepare detailed design blueprints for the improvement/rehabilitation of buildings & infrastructure 1.4 Task 4: Prepare BOQ and Specifications for the proposed buildings & infrastructure improvement/rehabilitation 1.5 Task 5: Prepare the Bidding Documents for proposed buildings & infrastructure improvements/rehabilitation <i>PART 2: Supervision During Construction</i> 1.5 Task 1: Construction work Supervision and contract management 1.6 Task 2: Preparation of Maintenance Plan {List all deliverables/tasks as in TECH- 5 in which the Expert will be involved) <i>PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation</i> 11. D-1 - Buildings' assessment report 12. D-2 – As-built drawings. 13. D-3 - Design/improvement drawings 14. D-4 - BOQs and Specification 15. D-5 - Bidding documents for improvements/rehabilitation works <i>PART 2: Supervision During Construction</i> 1. D-1 - Construction Supervision plan 2. D-2 - Weekly/Monthly progress report.	<i>PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation</i> Task 1: Project initiation <i>Kakamega County Referral Hospital & KMTC Laboratory</i> – Initiated the project by conducting condition assessments, reviewing existing layouts, and preparing design briefs for mechanical systems. <i>Kenya School of Government – Conference Centre, Kabete</i> – Initiated mechanical systems rehabilitation by conducting site visits, reviewing existing conditions, and developing project briefs in consultation with stakeholders. <i>Kenya School of Government – Hostel Block, Kabete</i> – Led feasibility reviews of existing plumbing and ventilation systems to define project scope and align with client priorities. Task 2: Conduct a comprehensive assessment of the current condition of the buildings & infrastructure <i>Embu University Hostels & Offices</i> – Conducted detailed assessments of existing water supply and drainage systems to determine rehabilitation needs. <i>Kenya School of Government – Administration Block, Kabete</i> – Performed detailed condition assessments of HVAC, plumbing, and fire protection systems to determine rehabilitation needs. <i>Kenya School of Government – Tuition Block, Kabete</i> – Reviewed structural layouts and utilities to identify gaps in mechanical services and propose remedial intervention Task 3: Prepare detailed design blueprints for the improvement/rehabilitation of buildings & infrastructure <i>Pwani University Senate Building & Auditorium</i> – Produced comprehensive design drawings for HVAC, plumbing, and fire protection systems, aligned with Kenyan building codes. <i>Kilifi Stadium</i> – Developed detailed layouts and construction drawings for large-scale plumbing and fire safety networks to support public assembly facilities. <i>Kenya School of Government – Conference Centre, Kabete</i> – Produced mechanical design drawings and documentation for plumbing, HVAC, and drainage systems upgrades. <i>Kenya School of Government – Administration Block, Kabete</i> – Developed technical blueprints for fire protection and water supply systems in line with national standards.
---	--

3. D-3 - Constructability Reports. 4. D-4 - Monthly Progress Reports 6. D-6 - Site Safety 10. D-10 - Excerpts/Copies of Site Diary 11. D-11 - Copy of Contractor's Claim 14. D-14 - Final completion report; D-15 - Final account;	Task 4: Prepare BOQ and Specifications for the proposed buildings & infrastructure improvement/rehabilitation
---	--

16.D-16 - List of defective or outstanding work for the site at practical completion; 17.D-17 - List of defective or outstanding work for the site at the end of the defect's liability period and 18.D-18 - Signed-off certificates for the site upon final completion. 19.D-19 - Maintenance plan for the facilities 20.D-20 - Maintenance manuals	<i>Safaricom Cooperative Housing (300 units)</i> – Prepared BOQs and specifications for plumbing, drainage, and fire safety systems for residential units. <i>Embu University Hostels & Offices</i> – Compiled detailed BOQs and technical specifications to support competitive tendering and cost-effective procurement. Task 5: Prepare the Bidding Documents for proposed buildings & infrastructure improvements/rehabilitation <i>Kakamega County Referral Hospital</i> – Developed bidding documents for mechanical works, including evaluation criteria and compliance checklists. <i>KSG Conference Centre</i> – Contributed to preparation of tender documentation for plumbing and HVAC works, ensuring alignment with national procurement standards. Task 6: Assess the Environmental and Social Impact of proposed buildings & infrastructure improvements/rehabilitation <i>Kilifi Stadium</i> – Collaborated with environmental specialists to review drainage and water systems, ensuring sustainable and safe operation for large crowds. <i>KSG Facilities</i> – Integrated energy-efficient HVAC and water systems into designs, reducing environmental impact and ensuring compliance with EHS standards. PART 2: Supervision During Construction Task 1: Construction work Supervision and Contract Management <i>Pwani University Senate Building</i> – Supervised contractor installation of plumbing and fire protection systems, conducted site inspections, and monitored compliance. <i>Safaricom Cooperative Housing</i> – Oversaw contract execution for water and drainage systems, verified installation quality, and ensured adherence to project schedules. Task 2: Preparation of Maintenance Plan <i>Kakamega County Referral Hospital</i> – Developed maintenance manuals for hospital mechanical systems, including HVAC, plumbing, and medical gas piping. <i>KSG Hostels</i> – Prepared preventive maintenance plans for plumbing and fire protection systems, ensuring long-term sustainability and reduced lifecycle costs.
---	---

Expert's contact information :



E-mail - info@kineticpride.com

Phone : 0724507969 **Certification:**

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

Eliud Wanyonyi

09/15/2025

Name of Expert

Signature

Date

Peter Karenga Ng'ang'a

09/16/2025

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

Signature

Date

**APPENDIX C – REMUNERATION COST ESTIMATES
PHASE 2: SUPERVISION DURING CONSTRUCTION**

Form FIN-2 Summary of Costs: Supervision		
Item	Cost	
	Foreign Currency	USD
Cost of the Financial Proposal Including:		
(1) Remuneration		\$337,466.35
(2) Reimbursables		\$570,900.00
Total Cost of the Financial Proposal:		\$908,366.35
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded		

FORM FIN-3 BREAKDOWN OF REMUNERATION						
A. Remuneration						
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	Total	Total Construction
Key Experts			SUPERVISION DURING CONSTRUCTION 16 MONTHS			
K-1	Alexander Njoroge	Project Manager/ Team Leader	\$2,356.53	5.0		
			\$2,356.53	9.5	\$34,169.64	\$34,169.64
K-2	Joseph Keega	Architect	\$1,649.57	3.0		
			\$1,649.57	7.0	\$16,495.69	\$16,495.69
K-3	Gerald King'ori	Structural Engineer	\$1,413.92	3.5		
			\$1,413.92	5.0	\$12,018.29	\$12,018.29
K-4	Steven Mwangi	Quantity Surveyor	\$1,413.92	4.5		
			\$1,413.92	10.0	\$20,501.78	\$20,501.78
K-5	Frank Mawanda	Civil Engineer	\$1,649.57	4.5		
			\$1,649.57	10.0	\$23,918.75	\$23,918.75
K-6	Tonny Otieno	Environmental Health and Safety	\$1,328.26	3.0		
			\$1,328.26	7.0	\$13,282.63	\$13,282.63
K-7	Christine Awuor	Social and Gender	\$1,178.26	3.0		
			\$1,178.26	7.0	\$11,782.63	\$11,782.63
					\$	\$
					132,169.40	132,169.40
Non Key Experts						
N-1	TBA	Clerk of Works	\$8,884.11	0		
			\$8,884.11	20	\$177,682.11	\$177,682.11
N-2	TBA	Architect Support	\$1,143.95	0		
			\$1,143.95	1	\$1,143.95	\$1,143.95

N-3	TBA	Quantity surveying Support	\$1,143.95	0	\$1,143.95	\$1,143.95
			\$1,143.95	1		
N-4	TBA	Electrical Engineer Support	\$1,143.95	0		
			\$1,143.95	0.8	\$915.16	\$915.16
N-5	TBA	Social and Gender support	\$686.37	1		
			\$686.37	0	\$686.37	\$686.37
N-6	TBA	Environmental Health and Safety support	\$686.37	1		
			\$686.37	0	\$686.37	\$686.37
N-7	TBA	Civil Engineer support	\$1,143.95	0		
			\$1,143.95	0.8	\$915.16	\$915.16
N-8	TBA	Structural Engineer Support	\$1,143.95	0		
			\$1,143.95	0.8	\$915.16	\$915.16
N-9	Eliud Wanyonyi	Mechanical Engineer	\$1,649.57	0.5		
			\$1,649.57	5.5	\$9,897.41	\$9,897.41
N-10	Andrew Karuga	Electrical Engineer	\$1,413.92	2.5		
			\$1,413.92	5.5	\$11,311.33	\$11,311.33
					\$	205,296.95
					\$	205,296.95
					Total Remuneration	
						\$337,466.35

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

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

Consultant's Representations Regarding Costs and Charges (Model Form I)						
Personnel		1	2	3	4	5
Name	Position	Basic Remuneration Rate per Working Month	Social Charges	Overhead	Subtotal	Profit
Home Office						
Alexander N'Ganga	Project Manager	\$ 1,000.00	\$ 360.00	\$ 719.90	\$ 2,079.90	\$ 207.99
Andrew Kanuga	Electrical Engineer	\$ 600.00	\$ 216.00	\$ 431.94	\$ 1,247.94	\$ 124.79
Paul Nicholas Orieno	Environmental Health and Safety	\$ 500.00	\$ 312.39	\$ 812.39	\$ 1,172.34	\$ 117.23
John Gatonye	Mechanical Engineer	\$ 700.00	\$ 252.00	\$ 952.00	\$ 1,455.93	\$ 145.59
Gerald King'ori	Civil Engineer	\$ 700.00	\$ 252.00	\$ 952.00	\$ 1,455.93	\$ 145.59
1 Architect Support		\$500.00	\$180.00	\$359.95	\$1,039.95	\$104.00
1 Structural Engineer Support		\$500.00	\$180.00	\$359.95	\$1,039.95	\$104.00
1 Quantity surveying Support		\$500.00	\$180.00	\$359.95	\$1,039.95	\$104.00
1 Civil Engineer support		\$500.00	\$180.00	\$359.95	\$1,039.95	\$104.00
1 Electrical Engineer Support		\$500.00	\$180.00	\$359.95	\$1,039.95	\$104.00
1 Mechanical Engineer support		\$500.00	\$180.00	\$359.95	\$1,039.95	\$104.00
1 Social and Gender support		\$300.00	\$108.00	\$215.97	\$623.97	\$62.40
1 Environmental Health and Safety support		\$500.00	\$180.00	\$215.97	\$623.97	\$62.40
Daniel Eurya	Architect	\$ 700.00	\$ 252.00	\$ 952.00	\$ 1,455.93	\$ 145.59
Susan Anyango	Quantity Surveyor	\$ 600.00	\$ 216.00	\$ 431.94	\$ 1,247.94	\$ 124.79
Davit Alemu	Structural Engineer	\$ 600.00	\$ 216.00	\$ 431.94	\$ 1,247.94	\$ 124.79
Both Khar Nyun	Social and Gender	\$ 500.00	\$ 180.00	\$ 359.95	\$ 1,039.95	\$ 104.00
TBD	Clark of Works	\$3,770.00	\$1,357.20	\$2,714.02	\$7,841.22	\$784.12
						\$8,625.35

APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES					
B. Reimbursable Expenses: PRE-CONSTRUCTION – CURRENT CONDITION ASSESSMENT & DESIGN FOR REHABILITATION					
YEAR 1					
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	Amount
	Per diem allowances				
	Key Experts	Monthly	\$18,900.00	3	\$56,700.00
	Non key personnel	Monthly	\$3,000.00	3	\$9,000.00
	International flights				
	International Experts (Kenya-South Sudan)	Trip	\$14,000.00	3	\$42,000.00
	International Experts (USA-South Sudan)	Trip	\$3,000.00	3	\$9,000.00
	In/out airport transportation & Local Transportation				
	Transport to and from airport (Kenya)	Trip	\$1,000.00	3	\$3,000.00
	Transport to and from Airport (South Sudan)	Trip	\$1,000.00	3	\$3,000.00
	Transport to and From Airport (USA)	Trip	\$100.00	3	\$300.00
	Field Accomodation				
	Key Experts accommodation	Monthly	\$10,500.00	3	\$31,500.00
	Key Non-Experts accommodation	Monthly	\$15,000.00	3	\$45,000.00
	Permits and Licenses				
	Work permits, screening and licensing	LS	\$1,500.00	3	\$4,500.00
	Communication costs				
	Field Airtime	Monthly	\$1,000.00	3	\$3,000.00
	Field Satellite Internet	LS	\$389.00	3	\$1,167.00
	Field Monthly Subscription	Monthly	\$90.00	3	\$270.00
	Reproduction of reports				
	Report Preparation	LS	\$15,000.00	1	\$15,000.00

Office Operation and Running costs					
Office Rent	Monthly	\$2,500.00	0		\$0.00
Office Equipment and Furniture	LS	\$15,000.00	0		\$0.00
HP Laser Print (Heavy-duty)	Each	\$2,500.00	0		\$0.00
Office Internet	Monthly	\$2,100.00	0		\$0.00
Office Softwares (Project Mangement, Microsoft, ArchiGIS, Adobe, RS Means)	Monthly	\$1,392.50	0		\$0.00
Office Operating Supplies, Utilities & Consumables	Monthly	\$1,000.00	0		\$0.00
Modem	Per Piece	\$100.00	20		\$2,000.00
Modem Bundles	Monthly	\$990.00	3		\$2,970.00
Equipment					
Laptops	Each	\$1,000.00	5		\$5,000.00
PPE	LS	\$5,000.00	1		\$5,000.00
Field Phones	Each	\$300.00	0		\$0.00
Tools and Equipment	LS	\$15,000.00	1		\$15,000.00
Investigations, Surveys and Tests					
Material Survey	LS	\$15,000.00	1		\$15,000.00
Others (if needed)	LS	\$10,000.00	1		\$10,000.00
Land transport and Vehicle Hire					
Car Rental Fee	Monthly	\$30,000.00	3		\$90,000.00
Local Flight	LS	\$8,250.00	3		\$24,750.00
Security					
Police Hire	Monthly	\$900.00	3		\$2,700.00
				Total Costs	\$395,857.00

APPENDIX F - CODE OF CONDUCT

9. CODE OF CONDUCT FOR EXPERTS

We are the Consultant, *BizSolutions 360 Inc., in Association with TIAM Company Limited*. We have signed a contract with *Ministry Of General Education & Instruction for Consulting Services for the provision of Technical Assistance for the Assessment, Design and Supervision for refurbishment of Schools*. Our contract requires us to implement measures to address social risks related to the Services, if any, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with social risks, if any, related to the Services. This Code of Conduct identifies the behavior that we require from all Experts.

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

REQUIRED CONDUCT

Experts shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements;
3. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
4. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, or Client's Personnel;
5. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
6. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
7. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
8. complete training/sensitization that may be provided related to the social aspects of the Contract, including on Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
9. report violations of this Code of Conduct; and
10. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client.

RAISING CONCERNS

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

Contact

+1

+1 (202)

Call

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact *Elizabeth Kamau* requesting an explanation.

Name of Expert: **Alexander Njoroge**

Signature:



Date: (day month year): 12/15/2025

Countersignature of authorized representative of the Consultant:

Signature:



Date: (day month year): 12/16/2025

10. CODE OF CONDUCT FOR EXPERTS

We are the Consultant, *BizSolutions 360 Inc., in Association with TIAM Company Limited*. We have signed a contract with *Ministry Of General Education & Instruction for Consulting Services for the provision of Technical Assistance for the Assessment, Design and Supervision for refurbishment of Schools*. Our contract requires us to implement measures to address social risks related to the Services, if any, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with social risks, if any, related to the Services. This Code of Conduct identifies the behavior that we require from all Experts.

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

REQUIRED CONDUCT

Experts shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements;
3. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
4. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, or Client's Personnel;
5. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
6. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
7. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
8. complete training/sensitization that may be provided related to the social aspects of the Contract, including on Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
9. report violations of this Code of Conduct; and
10. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client.

RAISING CONCERNS

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

Contact

+1 (202)

PKN

Call

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact *Elizabeth Kamau* requesting an explanation.

Name of Expert: **Charles Muthuri**

Signature: 

Date: (day month year): 12/17/2025

Countersignature of authorized representative of the Consultant:

Signature: *Thonikamau*

Date: (day month year): 12/17/2025

11. CODE OF CONDUCT FOR EXPERTS

We are the Consultant, *BizSolutions 360 Inc., in Association with TLAM Company Limited*. We have signed a contract with *Ministry Of General Education & Instruction for Consulting Services for the provision of Technical Assistance for the Assessment, Design and Supervision for refurbishment of Schools*. Our contract requires us to implement measures to address social risks related to the Services, if any, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with social risks, if any, related to the Services. This Code of Conduct identifies the behavior that we require from all Experts.

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

REQUIRED CONDUCT

PKN

Experts shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements;
3. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
4. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, or Client's Personnel;
5. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
6. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
7. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
8. complete training/sensitization that may be provided related to the social aspects of the Contract, including on Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
9. report violations of this Code of Conduct; and
10. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client.

RAISING CONCERNS

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

Contact

+1 (202)

Call

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR EXPERT:

PKN

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact *Elizabeth Kamau* requesting an explanation.

Name of Expert: **Steven Mwanguhya**

Signature:



Date: (day month year): **12/15/2025**

Countersignature of authorized representative of the Consultant:

Signature:



Date: (day month year): **12/16/2025**

12. CODE OF CONDUCT FOR EXPERTS

We are the Consultant, *BizSolutions 360 Inc., in Association with TIAM Company Limited*. We have signed a contract with *Ministry Of General Education & Instruction for Consulting Services for the provision of Technical Assistance for the Assessment, Design and Supervision for refurbishment of Schools*. Our contract requires us to implement measures to address social risks related to the Services, if any, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with social risks, if any, related to the Services. This Code of Conduct identifies the behavior that we require from all Experts.

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

REQUIRED CONDUCT

Experts shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements;
3. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
4. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, or Client's Personnel;
5. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
6. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;

7. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
8. complete training/sensitization that may be provided related to the social aspects of the Contract, including on Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
9. report violations of this Code of Conduct; and
10. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client.

RAISING CONCERNS

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

Contact in writing at this address
+1 (202)-805-6414

Call

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact *Elizabeth Kamau* requesting an explanation.

Name of Expert: **Gerald King'ori**

K. Hagen

Signature:

Date: (day month year): **12/15/2025**

Countersignature of authorized representative of the Consultant:

Signature: *Thonikamau*

Date: (day month year): **12/16/2025**

PKN

13. CODE OF CONDUCT FOR EXPERTS

We are the Consultant, *BizSolutions 360 Inc., in Association with TIAM Company Limited*. We have signed a contract with *Ministry Of General Education & Instruction for Consulting Services for the provision of Technical Assistance for the Assessment, Design and Supervision for refurbishment of Schools*. Our contract requires us to implement measures to address social risks related to the Services, if any, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with social risks, if any, related to the Services. This Code of Conduct identifies the behavior that we require from all Experts.

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

REQUIRED CONDUCT

Experts shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements;
3. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
4. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, or Client's Personnel;
5. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
6. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
7. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
8. complete training/sensitization that may be provided related to the social aspects of the Contract, including on Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
9. report violations of this Code of Conduct; and
10. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client.

RAISING CONCERNS

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

Contact *Elizabeth Kamau* in writing at this address
(202)-588-560 or in person at +1 (202)-805-6414

Call +1 (703)-624-3490

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

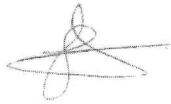
Any violation of this Code of Conduct by Experts may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact *Elizabeth Kamau* requesting an explanation.

Name of Expert: Tonny Otieno Agutu

Signature:



Date: (day month year): 12/15/2025

Countersignature of authorized representative of the Consultant:

Signature:



Date: (day month year): 12/16/2025

14. CODE OF CONDUCT FOR EXPERTS

We are the Consultant, *BizSolutions 360 Inc., in Association with TLAM Company Limited*. We have signed a contract with *Ministry Of General Education & Instruction for Consulting Services for the provision of Technical Assistance for the Assessment, Design and Supervision for refurbishment of Schools*. Our contract requires us to implement measures to address social risks related to the Services, if any, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with social risks, if any, related to the Services. This Code of Conduct identifies the behavior that we require from all Experts.

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

REQUIRED CONDUCT

Experts shall:

PKN

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements;
3. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
4. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, or Client's Personnel;
5. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
6. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
7. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
8. complete training/sensitization that may be provided related to the social aspects of the Contract, including on Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
9. report violations of this Code of Conduct; and
10. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client.

RAISING CONCERNS

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

1. Contact *Elizabeth Kamau* in writing at this address ekamau@b360inc.com or by telephone at +1 (202)-588-560 or in person at +1 (202)-805-6414; or
2. Call +1 (703)-624-3490 to reach the Consultant's hotline (*if any*) and leave a message.

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact *Elizabeth Kamau* requesting an explanation.

Name of Expert: **Christine Awuor Apiyo**

Signature:



Date: (day month year): **12/15/2025**

Countersignature of authorized representative of the Consultant:

Signature:



Date: (day month year): **12/16/2025**

15. CODE OF CONDUCT FOR EXPERTS

We are the Consultant, *BizSolutions 360 Inc., in Association with TIAM Company Limited*. We have signed a contract with *Ministry Of General Education & Instruction for Consulting Services for the provision of Technical Assistance for the Assessment, Design and Supervision for refurbishment of Schools*. Our contract requires us to implement measures to address social risks related to the Services, if any, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with social risks, if any, related to the Services. This Code of Conduct identifies the behavior that we require from all Experts.

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

REQUIRED CONDUCT

Experts shall:

11. carry out his/her duties competently and diligently;
12. comply with this Code of Conduct and all applicable laws, regulations and other requirements;
13. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
14. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, or Client's Personnel;
15. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
16. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;

17. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
18. complete training/sensitization that may be provided related to the social aspects of the Contract, including on Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
19. report violations of this Code of Conduct; and
20. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either 3.

4.

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact *Elizabeth Kamau* requesting an explanation.

Name of Expert: **Frank Mawanda**



Signature:

Date: (day month year): **12/15/2025**

Countersignature of authorized representative of the Consultant:

Signature: *Thonikamau*

Date: (day month year): **12/16/2025**

16. CODE OF CONDUCT FOR EXPERTS

We are the Consultant, *BizSolutions 360 Inc., in Association with TIAM Company Limited*. We have signed a contract with *Ministry Of General Education & Instruction for Consulting Services for the provision of Technical Assistance for the Assessment, Design and Supervision for refurbishment of Schools*. Our contract requires us to implement measures to address social risks related to the Services, if any, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with social risks, if any, related to the Services. This Code of Conduct identifies the behavior that we require from all Experts.

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

REQUIRED CONDUCT

Experts shall:

21. carry out his/her duties competently and diligently;
22. comply with this Code of Conduct and all applicable laws, regulations and other requirements;
23. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
24. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, or Client's Personnel;
25. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
26. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
27. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
28. complete training/sensitization that may be provided related to the social aspects of the Contract, including on Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
29. report violations of this Code of Conduct; and
30. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either 5.

6.

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact *Elizabeth Kamau* requesting an explanation.

Name of Expert: **Andrew Karuga**

Signature:



Date: (day month year): **12/15/2025**

Countersignature of authorized representative of the Consultant:

Signature:



Date: (day month year): **12/16/2025**

17. CODE OF CONDUCT FOR EXPERTS

We are the Consultant, *BizSolutions 360 Inc., in Association with TIAM Company Limited*. We have signed a contract with *Ministry Of General Education & Instruction for Consulting Services for the provision of Technical Assistance for the Assessment, Design and Supervision for refurbishment of Schools*. Our contract requires us to implement measures to address social risks related to the Services, if any, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with social risks, if any, related to the Services. This Code of Conduct identifies the behavior that we require from all Experts.

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

REQUIRED CONDUCT

PKN

Experts shall:

31. carry out his/her duties competently and diligently;
32. comply with this Code of Conduct and all applicable laws, regulations and other requirements;
33. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
34. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, or Client's Personnel;
35. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
36. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
37. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
38. complete training/sensitization that may be provided related to the social aspects of the Contract, including on Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
39. report violations of this Code of Conduct; and
40. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either 7.

8.

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact *Elizabeth Kamau* requesting an explanation.

Name of Expert: **Eliud Wanyonyi**



Signature:

Date: (day month year): 12/15/2025

Countersignature of authorized representative of the Consultant:

Signature: *Thonikamau*

Date: (day month year): 12/16/2025

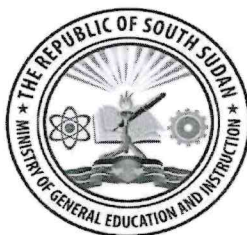
Appendix G - FORM TECH-8

**18. SEXUAL EXPLOITATION AND ABUSE (SEA) AND/OR SEXUAL
HARASSMENT (SH) PERFORMANCE DECLARATION**Consultant's Name: *BizSolutions 360 Inc.*Date: *September 16, 2025*Joint Venture Member's or Subconsultant's Name: *TIAM Company Limited*RFP No. and title: *SS-MOGEI-477747-CS-QCBS; Technical Assistance for the Assessment;
Design and Supervision of Refurbishment of Schools For Lot 3 (Greater Bahr El Ghazal). Page
164 of 171 pages***SEA and/or SH Declaration**

We:

- ☒ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
- ☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
- ☐ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.

[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]



**REPUBLIC OF SOUTH SUDAN
MINISTRY OF GENERAL EDUCATION & INSTRUCTION**

LUMP-SUM FORM OF CONTRACT

CONTRACT FOR CONSULTANT'S SERVICES

PHASE 1 — ASSESSMENT AND DESIGN SERVICES (LUMP-SUM)

Project Name: Building Skills for Human Capital Development in South Sudan
Grant No. E1800

Assignment Title: Supervision of Rehabilitation of Schools in Greater Bahr El Ghazal

Contract No. SS-MOGEI-525257-CS-CDS
between

Ministry of General Education and Instruction

and

BizSolutions 360 Inc.

Dated: 27th August, 2026

I. Form of Contract

LUMP-SUM

This CONTRACT (hereinafter called the “Contract”) is made the **10th** day of the month of **September, 2026**, between, on the one hand, **Ministry of General Education & Instruction** (hereinafter called the “Client”) and, on the other hand, **BizSolutions 360 Inc.** (hereinafter called the “Consultant”).

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received grant from the *International Development Association (IDA)* toward the cost of the Services and intends to apply a portion of the proceeds of this grant to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the grant agreement, including prohibitions of withdrawal from the grant account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the grant agreement or have any claim to the grant proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 “Fraud and Corruption”;
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Remuneration Cost Estimates
 - Appendix D: Reimbursables Cost Estimates
 - Appendix E: Form of Advance Payments Guarantee

Appendix F: Code of Conduct (ES)

Appendix G: Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

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

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

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

For and on behalf of **Ministry of General Education and Instruction**

Hon. Omot Okony Olok - Undersecretary

For and on behalf of **BizSolutions 360 Inc.**

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
 - (b) **“Bank”** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
 - (c) **“Borrower”** means the Government, Government agency or other entity that signs the financing agreement with the Bank.
 - (d) **“Client”** means the implementing agency that signs the Contract for the Services with the Selected Consultant.
 - (e) **“Client’s Personnel”** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client’s obligations under the Contract; and any other personnel identified as Client’s Personnel, by a notice from the Client to the Consultant.
 - (f) **“Consultant”** means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - (g) **“Contract”** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - (h) **“Day”** means a working day unless indicated otherwise.
 - (i) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
 - (j) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
 - (k) **“Foreign Currency”** means any currency other than the currency of the Client’s country.

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

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- (v) **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal

or physical conduct of a sexual nature by the Experts with other Experts or Client's Personnel.

(w) **"Sub-consultants"** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

(x) **"Third Party"** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

- | | |
|--|---|
| 2. Relationship between the Parties | 2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. |
| 3. Law Governing Contract | 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. |
| 4. Language | 4.1. This Contract has been executed in the language specified in the SCC , which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| 5. Headings | 5.1. The headings shall not limit, alter or affect the meaning of this Contract. |
| 6. Communications | <p>6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.</p> <p>6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.</p> |
| 7. Location | 7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve. |

- | | |
|---|---|
| 8. Authority of Member in Charge | 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client. |
| 9. Authorized Representatives | 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC. |
| 10. Fraud and Corruption | 10.1. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set forth in Attachment 1 to the GCC. |
| a. Commissions and Fees | 10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank. |

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- | | |
|--|---|
| 11. Effectiveness of Contract | 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met. |
| 12. Termination of Contract for Failure to Become Effective | 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |

- | | | |
|--|-------|---|
| 13. Commencement of Services | 13.1. | The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC. |
| 14. Expiration of Contract | 14.1. | Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC. |
| 15. Entire Agreement | 15.1. | This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. |
| 16. Modifications or Variations | 16.1. | Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. |

17. Force Majeure

- | | | |
|----------------------|-------|--|
| a. Definition | 17.1. | For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies. |
| | 17.2. | Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder. |
| | 17.3. | Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. |

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

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

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

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

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

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

(b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49 & 50.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the

Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

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

a. By the Client

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 50.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

- b. By the Consultant**
- 19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.
- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
 - (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
 - (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.
 - (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.
- c. Cessation of Rights and Obligations**
- 19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.
- d. Cessation of Services**
- 19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the

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

- | | |
|---|--|
| <p>e. Payment upon Termination</p> | <p>19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:</p> <ul style="list-style-type: none"> (a) payment for Services satisfactorily performed prior to the effective date of termination; and (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts. |
|---|--|

C. OBLIGATIONS OF THE CONSULTANT

20. General

- | | |
|--|--|
| <p>a. Standard of Performance</p> | <p>20.1. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. As required in the SCC, the Consultant shall take additional measures to manage cyber security risks related to the Contract. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.</p> <p>20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.</p> <p>20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Submission by the Consultant for the Client's approval, for addition of any Sub-consultant not named in the Contract, shall also include the Sub-consultant's declaration in accordance with Appendix F- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.</p> |
|--|--|

- | | |
|--|--|
| <p>b. Law Applicable to Services</p> | <p>20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.</p> <p>20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when</p> <ul style="list-style-type: none"> (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country. <p>20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.</p> |
| <p>21. Conflict of Interest</p> | <p>21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p> |
| <p>a. Consultant Not to Benefit from Commissions, Discounts, etc.</p> | <p>21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 43 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.</p> <p>21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.</p> |

- | | |
|--|--|
| <p>b. Consultant and Affiliates Not to Engage in Certain Activities</p> | <p>21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.</p> |
| <p>c. Prohibition of Conflicting Activities</p> | <p>21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p> |
| <p>d. Strict Duty to Disclose Conflicting Activities</p> | <p>21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p> |
| <p>22. Confidentiality</p> | <p>22.1. Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.</p> |
| <p>23. Liability of the Consultant</p> | <p>23.1. Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.</p> |
| <p>24. Insurance to be taken out by the Consultant</p> | <p>24.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.</p> |

**25. Accounting,
Inspection and
Auditing**

- 25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2. Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**26. Reporting
Obligations**

- 26.1. The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**27. Proprietary Rights
of the Client in
Reports and
Records**

- 27.1. Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
- 27.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering

the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

**28. Equipment,
Vehicles and
Materials**

- 28.1. Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.
- 28.2. Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

29. Code of Conduct

- 29.1. The Consultant shall have a Code of Conduct for the Experts. Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.
- These measures include providing instructions and documentation that can be understood by the Expert and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.
- The Consultant shall also ensure that the Code of Conduct is visibly displayed in locations where the Services are provided. The posted Code of Conduct shall be provided in languages comprehensible to the Experts and the Client's Personnel.

30. Forced Labor

- 30.1. The Consultant, including its Subconsultants, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

31. Child Labor

- 31.1. The Consultant, including its Subconsultants, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Consultant, including its Subconsultants, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, 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, including its Subconsultants, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Consultant with the Client's consent. The Consultant shall be subject to regular monitoring by the Client that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

- 32. Non-Discrimination and Equal Opportunity**
- 32.1. The Consultant shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.
- 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. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 31).
- 33. Training of Experts**
- 33.1. The Consultant shall provide appropriate sensitization to the Experts on social aspects of the Contract, including on prohibition of SEA and SH.
- The Consultant shall provide training on SEA and SH, including its prevention, to any of its Experts who has a role to supervise other Experts.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

- 34. Description of Key Experts**
- 34.1. The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.
- 35. Replacement of Key Experts**
- 35.1. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 35.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

36. Removal of Experts or Sub-consultants

- 36.1. If the Client finds that any of the Experts or Sub-consultant:
- (a) persists in any misconduct or lack of care;
 - (b) carries out duties incompetently or negligently;
 - (c) fails to comply with any provision of the Contract;
 - (d) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; or
 - (e) undertakes behaviour which breaches the Code of Conduct;
- the Consultant shall, at the Client's written request, provide a replacement.
- 36.2. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 36.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 36.4. Subject to the requirements in Sub-Clause 36.3, and notwithstanding any requirement from the Client to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (e) above. Such immediate action shall include removing (or causing to be removed) from carrying out the Services, any Expert who engages in (a) to (e) above.
- 36.5. The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT**37. Assistance and Exemptions**

- 37.1. Unless otherwise specified in the SCC, the Client shall use its best efforts to:
- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
 - (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits,

exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.

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

38. Access to Project Site

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

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

- 39.1. If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or

- decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1
- 40. Services, Facilities and Property of the Client** 40.1. The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.
- 41. Counterpart Personnel** 41.1. The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.
- 41.2. Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- 42. Payment Obligation** 42.1. In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

- 43. Contract Price** 43.1. The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.
- 43.2. Any change to the Contract price specified in Clause GCC 43.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.
- 44. Taxes and Duties** 44.1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.
- 44.2. As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

- 45. Currency of Payment** 45.1. Any payment under this Contract shall be made in the currency (ies) of the Contract.
- 46. Mode of Billing and Payment** 46.1. The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 43.1.
- 46.2. The payments under this Contract shall be made in lump-sum instalments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.
- 46.2.1 Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.
- 46.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
- 46.2.3 The Final Payment. The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
- 46.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

46.2.5 With the exception of the final payment under 46.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

47. Interest on Delayed Payments

47.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. FAIRNESS AND GOOD FAITH

48. Good Faith

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

H. SETTLEMENT OF DISPUTES

49. Amicable Settlement

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

49.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 50.1 shall apply.

50. Dispute Resolution

50.1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

II. General Conditions
Attachment 1
Fraud and Corruption
(Text in this Attachment shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of the Republic of South Sudan
4.1	The language is: English
6.1 and 6.2	The addresses are: Ministry of General Education and Instruction, P. O. Box 567, The Ministries Complex Buildings South Sudan, Juba Consultant : BizSolutions 360 Inc. _____ Attention : Peter K. Nganga _____ Facsimile : N/A _____ E-mail (where permitted) : <u>peter@b360inc.com</u> _____
8.1	<i>NA</i>
9.1	The Authorized Representatives are: For the Client: Hon. Omot Okony Olok The Undersecretary For the Consultant: Peter K. Nganga, The President.
11.1	The effectiveness conditions are the following: Signature of the two parties. • Signature of the two parties. • Issuance of commencement letter by the client
12.1	Termination of Contract for Failure to Become Effective: The time period shall be <u>One Month after commencement of contract</u>
13.1	Commencement of Services:

	The number of days shall be 30 days after signing the contract. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be 8 months. (Expected completion date: April 30th 2027)
20.1	The Consultant, including its Sub-consultants/suppliers/ service providers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Consultant, including its Sub-consultants/ suppliers/ service providers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract.
21 b.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 <u>Yes</u>

23.1	No additional provisions.
24.1	The insurance coverage against the risks shall be as follows: (a) Professional liability insurance, with a minimum coverage of 110% the contract value. (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage in accordance with the applicable law in South Sudan (c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in South Sudan (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in Uganda, as well as, with respect to such Experts, any such life, health, accident, travel, or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
27.1	Exceptions to proprietary rights provision do not apply
27.2	The Consultant shall not use these documents <i>and software</i> for purposes unrelated to this Contract without the prior written approval of the Client.
43.1	The Contract price is: USD\$ 520,197.22 (Five hundred twenty thousand one hundred ninety-seven dollars and twenty-two cents).
44.1 and 44.2	The Client warrants that “the Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts,” OR “the Client shall reimburse the Consultant, the Sub-consultants and the Experts”] any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:

	(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them; (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client; (d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that: (i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and (ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.						
46.2	The payment schedule: Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A. <table><tr><th>S/no</th><th>Deliverable</th><th>Percentage of payment</th></tr><tr><td>1</td><td>Approved Inception Report</td><td>10% of the contract value</td></tr></table>	S/no	Deliverable	Percentage of payment	1	Approved Inception Report	10% of the contract value
S/no	Deliverable	Percentage of payment					
1	Approved Inception Report	10% of the contract value					

	2 A comprehensive assessment report including the ES screening value 3 Detailed designs 22% of the contract value 4 ES including the instrument all rehabilitated school facility. 20% of the contract value 5 Procurement support 23% of the contract value
46.2.1	Advance Payment - N/A
46.2.4	The accounts are: for foreign currency: Bank Account No.: 001923208658 Bank Name: Bank of America Bank Address: Washington DC 20006 Routing Number: 054001204 Swift Code: BOFAUS3NXXX Bank Address: 6802 Richmond Hwy Alexandria, VA 22306-2230R Company Address: 1725 Desales Street NW Suite 600 Washington DC 20036
47.1	The interest rate is: Equal to the Consultant's bank lending rate at the time the interest becomes applicable. Interest shall be computed using simple interest formula.
50.1	Disputes shall be settled by arbitration in accordance with the following provisions: 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter

	in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>the International Chamber of Commerce, Paris</i>. (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>International Chamber of Commerce, Paris</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
	2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract. 3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator. 4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government's country. For the purposes of this Clause, "home country" means any of:

	(a) the country of incorporation of the Consultant <i>[If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> or (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held in Kenya (b) the English language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. Appendices

Appendix A – Terms of Reference

Phase 1 — Assessment and Design Services (Lump-Sum)

Full Project Name:	Building Skills for Human Capital Development in South Sudan
Project Number:	P178654
Title:	Design and Supervision Consulting Firms for Rehabilitation of the primary schools in the Refugees and Host Community Areas
Purpose:	Engage qualified and experienced firms to carry out assessments of school buildings and infrastructure, design, produce renovation scope and supervise contractors hired for the construction works as per lots below: Greater Bahr el Ghazal (Western Bahr el Ghazal State, Northern Bahr el Ghazal State) 103 schools
Type of Contract:	Institutional Contract
Estimated Duration	8 months
Location	Greater Bahr el Ghazal (Western Bahr el Ghazal State, Northern Bahr el Ghazal State)
Reporting to	Project Director, Project Implementation Unit (PIU), Ministry of General Education and Instruction.

Background

PKN

Education Sector Context

The civil war and ongoing conflicts have impeded the development of South Sudan's education system and disrupted education provision. The lack of investment for government education service providers over the last decade has degraded the availability and quality of public education institutions in the country. In addition, refugee and hosting areas (which are often in remote locations) are particularly vulnerable to climate shocks and cyclical violence. Inaccessible infrastructure, lack of resources for teaching and learning, teacher salaries and school maintenance, and inadequate water and sanitation, have also led to school closures. The influx of refugees has placed additional pressure on the already overburdened schools and limited resources in these areas. In addition to strengthening the government's institutional capacity, it is essential to support ground-level implementation to allow for sustainable improvements in the provision of basic services for both refugees and host populations.

Building Skills for Human Capital Development Project

The Government of South Sudan (GoSS), through the Ministry of Finance and Planning (MoFP) in collaboration with both the Ministry of General Education and Instruction (MoGEI), and the Ministry of Higher Education, Science and Technology (MoHEST), will be leading the implementation of a five-year World Bank-funded project entitled “**Building Skills for Human Capital Development in South Sudan**” (BSHCD).

The BSHCD project aims to increase skills development opportunities in the education and agriculture sectors and strengthen capacity for management of the education system. Education interventions will focus on enhancing pre- and in-service teacher training, improving the education service delivery system, and re-operationalizing selected schools in refugee-hosting areas.

The project is being implemented through a Project Implementation Unit (PIU) established within the Ministry of General Education and Instruction to provide technical assistance and project implementation support. The PIU with overall guidance from the Project's Steering Committee will oversee implementation of the contract.

It is also the responsibility of the PIU to ensure that all project activities are consistent with the project documents (such as the project appraisal document, legal documents and other subsequent documents and agreements. Furthermore, the PIU must maintain continuous oversight of all project activities in order to: i) identify and resolve issues early before they become problems; and ii) identify and catalyze opportunities for improving project impacts and outcomes as the project unfolds and the on the ground realities change.

The project intends to apply part of the proceeds of the grants towards the hiring of the qualified and competent consultants (herein referred to as “consulting firms” or “Design and Supervision Firms”) to support the rehabilitation of the selected schools in the Refugee & Host Community Areas in South Sudan in accordance with the guidelines as specified in the World Bank Procurement Manual, the 5th Edition of September 2023 and, the stated terms and conditions of the signed Financing Agreement document.

B. OBJECTIVES of the Assignment

This assignment aims to support MoGEI in conducting a comprehensive assessment of the current condition, safety, climate resilience and functionality of 103 selected school buildings to identify their rehabilitation and maintenance needs. Additionally, the assignment will include preparing detailed designs and bidding documents and supervising the rehabilitation process in the selected schools.

The specific objectives of this task include the following:

- b) Conduct a comprehensive assessment of the current condition, safety, functionality, improvement/ renovation needs, and maintenance requirements of the current school buildings in selected schools.
- c) Design and prepare detailed blueprints for proposed infrastructure improvements and renovations.
- d) Prepare detailed Bills of Quantities (BoQs) and technical specifications for the proposed improvements.
- e) Support the PIU to prepare complete bidding documents for the civil works contracts in accordance with World Bank procurement guidelines.

B. GEOGRAPHICAL SCOPE.

The project will focus on selected schools requiring rehabilitation across two states within South Sudan. These two states have been packaged as highlighted below:

- Greater Bahr el Ghazal (Western Bahr el Ghazal State, Northern Bahr el Ghazal State)

Greater Bahr el Ghazal

Northern Bahr El Ghazal

<i>Target Counties</i>	<i>No of Schools</i>
6. <i>Aweil centre</i>	6
7. <i>Aweil East</i>	20
8. <i>Aweil West</i>	13
9. <i>Aweil North</i>	5
10. <i>Aweil Town</i>	18
Total	62

Western Bahr El Ghazal

Counties	No Of School
4. <i>Wau</i>	19
5. <i>Raja</i>	13
6. <i>Jur River</i>	9
TOTAL	41

While the project aims to cover a total of one hundred and three (103) schools across the target states, the specific number and location of schools within each lot will be confirmed prior to the finalization of contracts.

C. SCOPE OF SERVICES

MoGEI seeks the services of Design and Supervision Firms to undertake detailed assessments, designs, and construction supervision for schools within their respective contracted regions. The scope of the assignment is divided into two phases, as stipulated below.

Phase 1: In the pre-construction phase, the selected firms shall conduct a comprehensive assessment of the current condition of the buildings and infrastructure of the schools within their lot, then prepare a comprehensive technical report that includes the current condition, preparation of as-built drawings, rehabilitation design blueprints, environment and social impact assessments and management plans, and bidding documents including a detailed BOQ for the rehabilitation works.

Phase 1: PRE-CONSTRUCTION – CURRENT CONDITION ASSESSMENT & DESIGN FOR REHABILITATION

1. Specific Tasks:

The consulting firm will carry out the following tasks in Phase 1 with the actual number of schools to be determined by the start of the contract.

1.1 Task 1: Project initiation

This task will focus on launching the consultancy and ensuring a common understanding of the objectives, methodology, time frame, roles and responsibilities, and potential risks. Specifically, each firm will prepare an inception report 2 weeks upon being contracted. The inception report shall include the following:

- (i) The proposed methodology, including data collection methods, interviews, site visits, analysis techniques, and building and infrastructure assessment criteria.
- (ii) The standards, references, and best engineering practices for condition survey assessment.
- (iii) A comprehensive project implementation schedule mapping out activities, deliverables, and key milestone dates. This will form the basis for monitoring progress.
- (iv) The roles and responsibilities of the consultant team members, client counterparts, and other stakeholders who will be involved in or provide inputs to the consultancy.
- (v) Identification of potential implementation risks and mitigation measures.
- (vi) A community engagement plan to ensure sensitive exchange about the school assessment, importance of education, and inclusion of the community members along every step to secure buy-in, learn about the local context, climatic conditions, building materials, etc.

1.2 Task 2: Conduct a comprehensive assessment of the current condition of the buildings & infrastructure

Specifically, the task will involve but is not limited to site visits for conditional survey and assessment of the buildings & infrastructure. The technical study shall cover two main parts, presented in sections 1.2.1 & 1.2.2 below:

1.2.1 Site visits for condition survey and assessment of the buildings & infrastructure

The Consulting firms shall:

- i) Sensitively engage the community during the assessment in close coordination with any NGOs in the area to secure buy-in on the school and gather input on local context, climatic conditions, preferred local materials for resilient rehabilitation of the infrastructure as well as any local sensitivities.
- ii) Conduct several site visits to comprehensively evaluate the condition of the existing buildings and infrastructure.
- iii) Assess the Environmental and social impact of proposed buildings & infrastructure improvements/rehabilitation.

The condition assessment survey shall cover the following systems:

- 1) The Structural system covering:
 - Identification of the structural system and its elements
 - Identification of building materials.
 - Detailed condition of the building's structural elements
- 2) The Architectural condition covering:
 - Sanitary and plumbing works
 - Wastewater drainage pipes
 - Water supply network
 - Doors and windows
 - Landscape
 - Plastering works.
 - Painting works
 - Tiles work
- 3) The Electrical condition covering:
 - All electrical work, including wiring to all electrical ends, such as switches, plugs, and main board. etc.)
- 4) Environmental assessment covering:
 - Evaluate the environmental hazards in the selected schools, including harmful buildings (such as asbestos), water pollution, flood, mechanical systems (generators, AC and fire or emergence alarm system.
 - Prepare environmental and social management plans for each rehabilitated facility based on environmental and social impact assessment findings.
- 5) Mechanical system (if any):
 - Identification of any mechanical elements (as relevant) and evaluation of their condition.

1.2.2 Preparation of a technical report and as-built drawings of the buildings & infrastructure

After conducting the rigorous condition assessment, the consulting firms shall prepare technical reports presenting the following:

- 1) The comprehensive technical report clearly demonstrating each building component's condition in detail (structural, architectural, mechanical, and environmental components). The report shall provide recommendations and technical proposals describing the appropriate method to restore/rehabilitate/replace the damaged components based on the component's condition. The technical proposal for rehabilitation works of the buildings shall take into consideration important issues related to environmental and social-safeguard, students with disabilities, accessibility for girls (such as gender-separated washrooms), and all other related requirements in alignment with the World Bank safeguards policy.
- 2) Preparation of as-built drawings based on the site measurements. The drawings shall include (if exist):
 - (i) Architectural drawings, including plans, sections, and roof details
 - (ii) Details of doors and windows, including details of fixing and frames.
 - (iii) Prepare site layouts, including details of footpaths, land grading, land levels, etc.
 - (iv) Details of toilet pits, ventilation pipes, and other plumbing details (water supply and wastewater disposal).
 - (v) Electrical drawings, including the layout of fittings, fixtures, lamps, plugs, switches, and distribution boards
 - (vi) Details of water tanks/rainwater harvesting

Note: The firms shall submit the technical reports and as-built drawings and make a presentation to the MoGEI based on their findings. After including comments and remarks by the MoGEI, the firms shall prepare the design blueprints and BOQs.

1.3 Task 3: Prepare detailed design blueprints for the improvement/rehabilitation of buildings & infrastructure

Based on MoGEI's recommendations and feedback, the consulting firms shall prepare detailed blueprints for the improvement/rehabilitation design that supports quality education and complies with environmental standards. The design and specifications must follow engineering standards and good engineering practices and meet basic standards for learning environments. The improvement/rehabilitation design shall take the following factors into consideration:

- Environmental Social Impact Assessments (ESIAs) will be developed for each site, and special attention will be placed on ensuring that all E&S standards are complied with (including security, GBV prevention, labour management procedures, etc.) and that trusted and functional GRM mechanisms are in place.
- Estimated time frame for improvement/rehabilitation works.
- Ensure that the refurbishment plan is climate-resilient based on local conditions (particularly regarding flood resistance), and climate adaptation measures (such as water recycling or harvesting) will be incorporated to the maximum possible extent.

- Classrooms should be both physically accessible and conducive to learning.
- Consider issues related to gender, such as gender-separated washrooms.
- According to the World Health Organization's requirements, the rainwater harvesting system must mitigate the risk of stored water pollution to prevent waterborne diseases such as cholera, diarrhoea, dysentery, hepatitis A, typhoid, and polio.

The design blueprints shall include the following:

- **Architectural design drawings:** detailed floor plans, cross sections, doors & windows, entrances, footpath, site plan, landscape, etc.,
 - **Electrical drawings:** layout of fittings, fixtures, lamps, plugs, switches, distribution boards, solar system, etc.
 - **Plumbing:** water supply details, water conservation, toilet, wastewater details, ventilation pipes, etc.
- Mechanical:** mechanical drawings as relevant.

1.4 Task 4: Prepare BOQ and specifications for the proposed buildings & infrastructure improvement/rehabilitation

The firms shall prepare a detailed BOQ identifying adequate specifications of improvement/rehabilitation works that reflect all the requirements mentioned in Task 3. The BOQ shall contain the following:

- Rehabilitation work schedule illustrating the tasks' sequence and duration.
- Explanation of the items that need replacement and that need repair
- Detailed specifications and quality requirement including the cost for each item taking into consideration the minimum standards of safety in schools.
- Accurate quantity for each item.
- Cost estimate, with a detailed supportive rate analysis for each item. The detailed estimate shall be compiled with necessary reports and drawings.
- Cost items for various work categories.
- ESMP costing and requirement.

The Consulting firms will be responsible for liaising with local authorities and other public utilities' authorities to ensure compliance with planning and building regulations.

1.5 Task 5: Prepare the Bidding Documents for proposed buildings & infrastructure improvements/rehabilitation works

- Support the PIU in preparing all documentation (tendering and contract) related to the procurement of work contracts;
- Support the PIU in the bidders' technical evaluation, selection, and project awarding processes.
- Ensure that bidding documents specify that contractors who conduct the rehabilitation works must comply with the site-specific Environmental and Social Management Plans (ESMPs).

2. Deliverables

The deliverables of **Phase 1** shall include the following outputs:

- Buildings assessment report and as-built drawings.
- Design/improvement drawings.
- BOQs and Specification.
- Bidding documents for improvements/rehabilitation works.
- Draft contracts
- ESMPs for the construction works.

D. DURATION OF CONTRACT

The total duration of the assignment is expected to be 8 calendar months for design and rehabilitation. The breakdown is anticipated as follows:

(b) Phase 1 (Assessment and design – approx. 8 months)

Deliverables:

The deliverables expected during the performance of this assignment shall include:

- iii. Inception Report detailing the aspects to successfully accomplish the assignment to the required quality standard including work plans and resource allocation plan.
- iv. A comprehensive assessment report detailing key findings in the targeted schools in South Sudan for rehabilitation including designs for each specific school based on the assessment findings.

Note:

The Consulting firms will not issue any instructions to the contractor that will change the agreed design or rehabilitation of the buildings; that will impede the progress of the works; that will lengthen the contract period; or that will add to the cost of the works without first agreeing these measures with the client and obtaining the written authority of MoGEI.

Payment schedule:

The payment to the consultant firm shall be through electronic transfer upon submission and approval of deliverables as follows:

S/no	Deliverable	Percentage of payment
1	Approved Inception Report	10% of the contract value
2	A comprehensive assessment report including the ES screening	25% of the contract value
3	Detailed designs	22% of the contract value
4	ES including the instrument all rehabilitated school facility.	20% of the contract value
5	Procurement support	23% of the contract value

E. QUALIFICATION REQUIREMENTS FOR CONSULTING FIRMS

Core business and years in business: The firm shall be registered/incorporated as an engineering consulting firm with general experience in provision of engineering consultancy services including building design, building condition assessment, specification and BOQ preparation, cost estimation or a related field for at least ten (10) years.

Relevant Experience:

- vi. The Consulting firms shall ensure adequate resources are available to complete the work within the specified time frame and shall not engage in any assignment that may place them in a position of not being able to carry out the specific services described in these Terms of Reference.
- vii. The Consulting firms should have experience in complying with international standards in Civil, Architectural and Electrical Engineering and have the necessary permanent key personnel required to carry out the services.
- viii. The Consulting firms should demonstrate proficiency in engaging with local and national engineers, particularly in contexts akin to South Sudan, showcasing an understanding of the region's unique challenges and requirements.
- ix. Demonstration by Consulting firms of having successfully completed at least 3 similar projects of scope and complexity in a similar operating environment over the past ten (10) years.
- x. Demonstration by Consulting firms of having experience in design of schools or education infrastructure.

Technical and Managerial Experience:

- vi. The Consulting firms should have knowledge in of Leadership in Energy and Environment Design (LEED) framework and demonstrate experience in undertaking Environmental and Social Impact Assessment for construction projects.
- vii. The Consulting firms should have at least 10-15 years' specific experience in design, provision of construction management services and supervision of construction works.
- viii. Demonstrate sensitivity and ability to navigate the remote and diverse regions similar to that of South Sudan
- ix. The key personnel in the Consulting firm should have relevant adequate experience in the construction design and rehabilitation of educational facilities in developing countries particularly fragile states, and experience in the design of green projects incorporating energy-efficiency and environmentally friendly materials.
- x. The firm should demonstrate adequate managerial structure to undertake the assignment.

The Consulting firms should have the financial and technical resources to undertake the assignment.

F. KEY STAFF

Project Manager/Team Leader:

The **Project Manager/Team Leader** who will lead the team and provide overall management of the construction program with the following qualifications, skills and experience:

Qualifications

- Master's degree in engineering/ project management, civil engineering, or related degree from a recognized University
- Fluency in English;
- Computer skills – AutoCAD, MS Office, etc.

Professional experience

- 15 years of professional experience, 10 years of which should have been in leading and managing engineering projects in developing countries, including fragile states.
- Experience in design of schools in remote, rural areas, and fragile contexts
- Have led at least one similar assignment
- The management and supervision of large-scale rural construction projects;
- Experience of managing a supervision team.

Professional time in man-months

- Assessment and design (Phase 1) will require 5 man-months

Architect:

Qualifications

- Degree in architecture from a recognized University
- A recognized professional qualification from the country of origin or residence together with:
- Professional registration with a recognized body
- Fluency in English;
- Computer skills – AutoCAD, MS Office, etc.

Professional experience

- At least 10 years' professional experience, 5 years of which should have been in developing countries, including fragile states.
- Experience in supervision of rural construction projects;
- Experience in managing a supervision team in post conflict countries.

Professional time in man-months

- Assessment and design (Phase 1) will require 5 man-months

Quantity Surveyor:

Qualifications and skills

- BSc in Engineering from a recognized University and a recognized professional qualification from the country of origin or residence.

Professional experience

- At least 10 years' professional experience in quantity surveying.
- Professional registration with a recognized body

Professional time in man-months

- Assessment and design (Phase 1) will require 6 man-months

Structural Engineer:*Qualifications*

- BSc in Civil Engineering from a recognized University and a recognized professional qualification from the country of origin or residence.

Professional experience

- At least 10 years' professional experience and 5 years' site experience with a good knowledge of structural engineering regulations.
- Professional registration with a recognized body

Professional time in man-months

- Assessment and design (Phase 1) will require 6 man-months

Electrical Engineer:*Qualifications*

- BSc in electrical engineering from a recognized University and a recognized professional qualification from the country of origin or residence.

Professional experience

- At least 10 years' professional experience and 5 years site experience with a good knowledge of electrical engineering regulations.
- Professional registration with a recognized body

Professional time in man-months

- Assessment and design (Phase 1) will require 6 man-months

Environmental health and Safety specialist:*Qualifications*

- Degree in Environmental studies or related fields from a recognized University. Recognized professional qualification to undertake Environmental and Social Impact Assessment's (ESIAs), Environmental Audits (EAs).

Professional experience

- Demonstrated experience in undertaking ESIAs, EAs and Occupational Health and Safety audits (OSHA).

Professional time in man-months

- Assessment and design (Phase 1) will require 9 man-months

Social and Gender Specialist:

Qualifications

- Degree in Social Science or related field from a recognized University.
- Recognized professional qualifications to undertake Social and Gender related analysis, assessment and risk mitigation.

Professional experience:

At least 10 years demonstrated experience in community mobilization and prevention and response to social and Gender mainstreaming. Experience in fragile states or humanitarian contexts is an added advantage.

Professional time in man-months

- Assessment and design (Phase 1) will require 9 man-months

Civil Engineer:*Qualifications*

- Degree in civil engineering or related fields from a recognized University. Recognized professional qualification and experience to plan, undertake and supervise construction works.

Professional experience

- Demonstrated experience in undertaking design and supervision of construction.

Professional time in man-months

- Assessment and design (Phase 1) will require 4 man-months

Mechanical Engineer:*Qualifications*

- Degree in mechanical or civil engineering from a recognized University.

Professional experience

- At least five (5) years of relevant working experience.
- Must be registered with relevant professional bodies.

Professional time in man-months

- Assessment and design (Phase 1) will require 3 man-months

SUMMARY OF KEY STAFF REQUIREMENT

SN	POSITION	MIN PROFESSIONAL TIME INPUTS
		Phase 1
Key Experts		
1	Project Manager/Team Leader	7
2	Architect	7
3	Civil Engineer	6

4	Structural Engineer	7
5	Quantity Surveyor	7
6	Environmental health and safety Specialist	6
7	Social and Gender Specialist	6
Mandatory Non-Key Experts		
9	Electrical; Engineer	3
10	Mechanical Engineer	6
	Total	55 Mans--Months

DELIVERABLE AND REPORTING.

Design and Supervision Firms will report directly to MoGEI's Project Director on all project activities and interventions as requested. The Project Director will provide necessary guidance and oversight to ensure coordination and consistency of implementation across all lots.

The Consulting firm will not issue any instructions to the contractor that will change the agreed design or rehabilitation of the buildings; that will impede the progress of the works; that will lengthen the contract period; or that will add to the cost of the works without first agreeing these measures with the client and obtaining the written authority of MoGEI.

G. MANDATORY APPROVALS

All decisions that will have cost, time or quality implications, as well instructions or changes that shall impact time, cost or quality **MUST** have the approval of MoGEI. As such the Consulting firm shall request, in a timely manner, approval from MoGEI prior to the issuing any of the following: (a) Variation Orders (Increase or Decrease) (b) Extension of Time (c) Practical Completion (d) Final Completion (e) Change in use of contract Sums (variations/deviations from agreed sums) (f) Any and all actions or directives that impact on time and/or cost and/or quality and/or contractual obligations.

H. PAYMENT SCHEDULE

The submission of invoices and payment schedule will be guided by the World Bank Procurement Manual, the 5th Edition of September 2023.

I. INITIAL SELECTION CRITERIA:

The technical criteria for initial selection of the applications will be in compliance to the stated requirements, terms and conditions outlined in this TORs document.

.....

1. PHASE 1: PRE-CONSTRUCTION – CURRENT CONDITION ASSESSMENT & DESIGN FOR REHABILITATION

Form FIN-2 Summary of Costs: Design and Assessment		
Item	Cost	
	Foreign Currency	USD
Cost of the Financial Proposal Including:		
(1) Remuneration		\$124,340.22
(2) Reimbursables		\$395,857.00
Total Cost of the Financial Proposal:		\$520,197.22
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded		

FORM FIN-3 BREAKDOWN OF REMUNERATION						
A. Remuneration						
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	Total	
Key Experts		PRE-CONSTRUCTION – CURRENT CONDITION ASSESSMENT & DESIGN FOR REHABILITATION 8 MONTHS				
K-1	Alexander Ngángá	Project Manager/ Team Leader	[Home] [Field]	3.5 3.5		\$16,015.23
K-2	Joseph Keega	Architect	[Home] [Field]	3.5 3.5		\$11,210.66
K-3	Gerald King'ori	Structural Engineer	[Home] [Field]	1.0 6.0		\$9,609.14
K-4	Steven Mwanguhya	Quantity Surveyor	[Home] [Field]	2.0 5.0		\$9,609.14
K-5	Tonny Otieno	Environmental Health and Safe	[Home] [Field]	0.5 5.5		\$7,737.46
K-6	Christine Awuor	Social and Gender	[Home] [Field]	0.5 5.5		\$6,863.67
K-7	Frank Mawanda	Civil Engineer	[Home] [Field]	2.0 4.0		\$9,609.14
			Sub-Total: Key Experts			\$70,654.43
Non Key Experts						
N-1	TBA	Architect Support	[Home] [Field]	1.5 1.5		\$3,431.84
N-2	TBA	Quantity surveying Support	[Home] [Field]	1.5 1.5		\$3,431.84

N-3	TBA	Electrical Engineer Support	[Home]	\$1,143.95	1.5	\$3,431.84
			[Field]	\$1,143.95	1.5	
N-4	TBA	Social and Gender support	[Home]	\$686.37	1.4	
			[Field]	\$686.37	1.1	\$1,715.92
N-5	TBA	Environmental Health and Safety	[Home]	\$686.37	1.0	
			[Field]	\$686.37	1.1	\$1,441.37
N-6	TBA	Civil Engineer support	[Home]	\$1,143.95	1.5	
			[Field]	\$1,143.95	1.5	\$3,431.84
N-7	Brian Onyiego	Draftsman 1	[Home]	\$1,143.95	1.0	
			[Field]	\$1,143.95	0.0	\$1,143.95
N-8	TBA	Structural Engineer Support	[Home]	\$1,143.95	1.5	
			[Field]	\$1,143.95	1.5	\$3,431.84
N-9	Eliud Wanyonyi	Mechanical Engineer	[Home]	\$1,601.52	2.0	
			[Field]	\$1,601.52	0.0	\$3,203.05
N-10	Andrew Karuga	Electrical Engineer	[Home]	\$2,287.89	2.5	
			[Field]	\$2,287.89	3.5	\$13,727.34
						\$38,390.79
Support Staff						
1	TBD	Secretary		\$0.00	12.0	\$0.00
2	TBD	Office Admin		\$0.00	12.0	\$0.00
						Sub-Total: Support Staff
						\$15,295.00
						Total Costs Remuneration Phase 1
						\$124,340.22

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES					
B. Reimbursable Expenses: PRE-CONSTRUCTION – CURRENT CONDITION ASSESSMENT & DESIGN FOR REHABILITATION					
YEAR 1					
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	Amount
	Per diem allowances				
	Key Experts	Monthly	\$18,900.00	3	\$56,700.00
	Non key personnel	Monthly	\$3,000.00	3	\$9,000.00
	International flights				
	International Experts (Kenya-South Sudan)	Trip	\$14,000.00	3	\$42,000.00
	International Experts (USA-South Sudan)	Trip	\$3,000.00	3	\$9,000.00
	In/out airport transportation & Local Transportation				
	Transport to and from airport (Kenya)	Trip	\$1,000.00	3	\$3,000.00
	Transport to and from Airport (South Sudan)	Trip	\$1,000.00	3	\$3,000.00
	Transport to and From Airport (USA)	Trip	\$100.00	3	\$300.00
	Field Accommodation				
	Key Experts accommodation	Monthly	\$10,500.00	3	\$31,500.00
	Key Non-Experts accommodation	Monthly	\$15,000.00	3	\$45,000.00
	Permits and Licenses				
	Work permits, screening and licensing	LS	\$1,500.00	3	\$4,500.00
	Communication costs				
	Field Airtime	Monthly	\$1,000.00	3	\$3,000.00
	Field Satellite Internet	LS	\$389.00	3	\$1,167.00
	Field Monthly Subscription	Monthly	\$90.00	3	\$270.00
	Reproduction of reports				
	Report Preparation	LS	\$15,000.00	1	\$15,000.00

Office Operation and Running costs					
Office Rent	Monthly	\$2,500.00	0		\$0.00
Office Equipment and Furniture	LS	\$15,000.00	0		\$0.00
HP Laser Print (Heavy-duty)	Each	\$2,500.00	0		\$0.00
Office Internet	Monthly	\$2,100.00	0		\$0.00
Office Softwares (Project Management, Microsoft, ArchiGIS, Adobe, RS Means)	Monthly	\$1,392.50	0		\$0.00
Office Operating Supplies, Utilities & Consumables	Monthly	\$1,000.00	0		\$0.00
Modem	Per	\$100.00	20		\$2,000.00
Modem Bundles	Monthly	\$990.00	3		\$2,970.00
Equipment					
Laptops	Each	\$1,000.00	5		\$5,000.00
PPE	LS	\$5,000.00	1		\$5,000.00
Field Phones	Each	\$300.00	0		\$0.00
Tools and Equipment	LS	\$15,000.00	1		\$15,000.00
Investigations, Surveys and Tests					
Material Survey	LS	\$15,000.00	1		\$15,000.00
Others (if needed)	LS	\$10,000.00	1		\$10,000.00
Land transport and Vehicle Hire					
Car Rental Fee	Monthly	\$30,000.00	3		\$90,000.00
Local Flight	LS	\$8,250.00	3		\$24,750.00
Security					
Police Hire	Monthly	\$900.00	3		\$2,700.00
				Total Costs	\$395,857.00

APPENDIX B - KEY EXPERTS

Expert's input (in person/month) per each Deliverable (listed in TECH-5)														
DELIVERABLES PART 1: PRE-CONSTRUCTION – CURRENT CONDITION ASSESSMENT & DESIGN FOR IMPROVEMENT/ REHABILITATION														
N°	Name	Position	D-1	D-2	D-3	D-4	D-5	D-6	D-7	Home	Field	Total	Total time-input (In Months)	
KEY PERSONNEL														
K-1	Alexander Njoroge	Project Manager/ Team Leader	[Home] [Field]	1.0	0.5	1.0	0.5	0.5		3.5			3.5	
				1.0	0.5	0.5	0.5	0.5	0.5			3.5		7.0
K-2	Joseph Keaga	Architect	[Home] [Field]	0.5	0.5	0.5	1.0	0.5	0.5	3.5			3.5	
				1.0	1.5			0.5	0.5					7.0
K-3	Alex Moju	Civil Engineer	[Home] [Field]	0.5			1.0	0.5		2.0			2.0	
				1.0		1.0	1.0	0.5	0.5			4.0	4.0	6.0
K-4	Gerald King'ori	Structural Engineer	[Home] [Field]	0.5			0.5			1.0			1.0	
				2.0	2.0	2.0	1.0	0.5	0.5			6.0	6.0	7.0
K-5	Steven Mwangi	Quantity Surveyor	[Home] [Field]	0.5	1.0		2.0	1.0	0.5	2.0			2.0	
												5.0	5.0	7.0
K-6	Paul Nicholas Oriano	Environmental health and safety	[Home] [Field]	0.5						0.5			0.5	
				1.0	1.0	0.5	0.5	1.0	1.5			5.5	5.5	6.0
K-7	Both Khor Nyuen	Social and Gender	[Home] [Field]	0.5						0.5			0.5	
				1.0	1.0	0.5	0.5	1.0	1.5			5.5	5.5	6.0
Sub-Total										13.0	33.0	46.0		
NON-KEY PERSONNEL														
N-1	Edwin koeth	Electrical Engineer	[Home] [Field]	0.5		0.5	1.5			2.5			2.5	
				1.5	1.5		0.5					3.5	3.5	6.0
N-2	Devvrat Dubey	Mechanical Engineer	[Home] [Field]	0.5	0.5	0.5	0.5			2.0			2.0	
				0.5	0.5							1.0	1.0	3.0
N-3	TBA	Clerk of Works	[Home] [Field]							0.0			0.0	
												0.0	0.0	0.0
N-4	TBA	Architect Support	[Home] [Field]	0.5	0.5	0.5				1.5			1.5	
				0.5	0.5	0.5						1.5	1.5	3.0
N-5	TBA	Quantity Survey Support	[Home] [Field]	0.5	0.5	0.5				1.5			1.5	
				0.5	0.5	0.5						1.5	1.5	3.0
N-6	TBA	Electrical Engineer Support	[Home] [Field]	0.5	0.5	0.5				1.5			1.5	
				0.5	0.5	0.5						1.5	1.5	3.0
N-7	TBA	Social and Gender Support	[Home] [Field]	0.5	0.2	0.2			0.5	1.4			1.4	
				0.2	0.2	0.2			0.5			1.1	1.1	2.5
N-8	TBA	Civil Engineering Support	[Home] [Field]	0.5	0.5	0.5				1.5			1.5	
				0.5	0.5	0.5						1.5	1.5	3.0
N-9	TBA	Structural Engineering Support	[Home] [Field]	0.5	0.5	0.5				1.5			1.5	
				0.5	0.5	0.5						1.5	1.5	3.0
N-10	TBA	Environmental health and safety Support	[Home] [Field]	0.2	0.2	0.2			0.5	1.0			1.0	
				0.2	0.2	0.2			0.5			1.1	1.1	3.2
N-11	Brian Mbugi	Project Admin Coordinator	[Home] [Field]	0.1	0.1	0.1	0.1	0.1	0.1	0.7			0.7	
				0.5	0.5	0.5						1.5	1.5	2.2
N-12	Gliffin Gironza	Contract Manager	[Home] [Field]					0.1	0.1	0.2			0.2	
				0.1	0.1	0.1	0.1	0.1	0.1			0.0	0.0	0.2
N-13	Elizabeth Kanau	Finance Manager	[Home] [Field]							0.7			0.7	
				0.5	0.5	0.5						0.0	0.0	0.7
N-14	Linda Nyawira	Draftsman 1	[Home] [Field]							1.0			1.0	
												0.0	0.0	1.0
N-15	Bryan Njoroge	Draftsman 2	[Home] [Field]		0.5	0.5				1.0			1.0	
												0.0	0.0	1.0
Sub-Total										19.1	15.7	34.8		
Total										32.1	48.7	80.8		

..... FORM
TECH-6
(CONTINUED)

2. CURRICULUM VITAE (CV)

Position Title and No.	Project Manager/Team Leader
Name of Expert:	Alexander Njoroge Seasoned Project and Program Manager with over 15 years of experience leading U.S. Government and World Bank–funded infrastructure projects across Africa and Asia. He specializes in A&E supervision, construction management, and quality assurance, ensuring compliance with donor requirements, environmental and safety standards, and delivery of sustainable, high-impact facilities.
Date of Birth:	24/11/1974
Country of Citizenship/Residence	Kenyan

Education:

- **BS. Mechanical engineering**
- **Masters in Business Administration**

Computer skills:

- AutoCAD
- Microsoft Office
- ArchiCAD SketchUp
- Revit
- Primavera P6 • Lumion
- Procore.
- QGIS

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
--------	--	---------	--

05/2025 - present	World Bank, S. Sudan Rehabilitation of National Teacher Training Institutes (NTTIs) B360 is the Prime Contractor working with TIAM as their subcontractor Position: Project Manager/Team Leader Reference's Contact Information Peter Karengi Assoc. AIA. LEED AP. President B360 Email: peter@b360inc.com Phone: (202) 588-0560	South Sudan	The project involves the rehabilitation and modernization of teacher training facilities to improve educational infrastructure. Activities include facility condition assessments, design integration, and supervision of construction/rehabilitation works. Mr. Njoroge is responsible for mechanical system design and integration, supporting energy efficiency, safety compliance, and sustainable infrastructure upgrades. He ensures that mechanical works meet World Bank guidelines and national codes.
2023 present	USAID South Sudan US Mission Residential Compound (RC) Data Cabling Project Contract No: 72066823C00001 – B360 is a Subcontractor to Infogain Consulting Position: Project Manager Reference's Contact information George Mwangi, PMP Principal Info Gain Consulting Email: george@infogainconsulting.com Office: 1-703-755-0821 Cell: 1-703-896-2508	South Sudan	The project involves the design and installation of CAT 7 and fiber cabling infrastructure at the U.S. Mission Residential Compound. Deliverables include conceptual schematics, design development, supervision of earthworks, and construction of new manholes, replacing the existing network with a resilient and secure system. As Project Manager, Mr. Njoroge led the assessment of existing cabling infrastructure, directed the design process, and oversaw the supply and installation works. He managed all resources (tools, labor, materials, equipment) and provided construction supervision, QA/QC, and compliance monitoring to ensure alignment with U.S. Government standards.

11/2024 - present	AFRICOM - CN&GT A&E and Construction KE DCI Academy DCI Academy Classrooms, Nairobi, Kenya Project Contract No: PO OC24-01015-01 - B360 is a subcontractor to ACS Global Services LLC Position: Project Manager/MEP Reference's Contact Information Anthony St. Clair PM President ACS Email: Anthony@acs-gs.com Phone: +250 729 221 600	Kenya	The project covers the design, construction, and supervision of new classrooms and training facilities at the Defense Criminal Investigations Academy. Work includes architectural and engineering design review, QA/QC of construction, and supervision of contractor performance to ensure secure, functional, and compliant training spaces. As Project Manager, Mr. Njoroge leads the assessment, design oversight, and construction supervision of the classroom facilities. He manages project planning, budget and schedule control, and stakeholder coordination, ensuring delivery of durable and mission-ready educational infrastructure in line with AFRICOM standards.
09/2024 - present	AFRICOM – Construction of Boat Operations & Maintenance Facility. Project Contract No: FA4890-24-R-CN11 - B360 is a subcontractor to ACS Global Services LLC Position: Project Manager/MEP Reference's Contact Information Anthony St. Clair PM President ACS	Tanzania	The project involves the design and construction of a secure maritime operations and maintenance facility, including civil works, utility upgrades, and specialized support infrastructure. Activities span design integration, contractor supervision, QA/QC, and risk management in compliance with AFRICOM and U.S. Government requirements. As Project Manager, Mr. Njoroge
	Email: Anthony@acs-gs.com Phone: +250 729 221 600		oversees the assessment, design review, and supervision of facility construction, coordinating multidisciplinary teams and ensuring adherence to security, environmental, and safety standards. He directs contractor performance, logistics, and compliance monitoring, delivering a resilient and missioncapable facility.

08/2023 - 02/2025	USAID /Nepal – A/E Supervision Services USAID IDIQ III Nepal Engineering Services Task Order (TO) - USAID IDIQ III B360 is the Prime Contractor Position: Project Manager Reference's Contact information: Sushil Poudel Senior Mission Engineer/Project Management Specialist, Environment and Resilience Office USAID Email: spoudel@usaid.gov U.S. Embassy, Maharajgunj T +977 1 423 4306 M +977 9801074284	Nepal	Under the USAID A&E IDIQ III, BizSolutions 360 Inc. provides architectural and engineering supervision services, quality assurance, and compliance oversight for multiple Task Orders. The Nepal Engineering Services TO focuses on ensuring that infrastructure activities meet USAID's standards for worker health and safety, design and construction quality, environmental safeguards, and best engineering practices. Key focus areas under the NES TO include: Work Order 1: Supervision of construction, renovation, and rehabilitation of • 110 community-based drinking water systems. • 25 multiple-use water systems. • 20 green/grey water source protection structures. • 1 faecal sludge treatment plant. Work Order 2: Quality Assurance and Construction Oversight for the Improved Disaster Risk Management Project (Tayar Nepal), including structural mitigation across 8 municipalities and 10 retrofitting interventions. Work Order 3: Supervision of engineering, environmental, and health/safety risks, including • Technical assistance for recovery and resilience. • Construction of 500 transitional learning centers with WASH facilities. • Distribution of essential teaching/learning materials to restore education services.
------------------------------	--	--------------	---

			As Program Manager for the A&E IDIQ III, Alexander Njoroge is responsible for the overall management of Task Orders, including the Nepal Engineering Services TO. He: • Provided strategic leadership and program-wide oversight, ensuring consistent compliance with USAID requirements. • Oversaw planning, coordination, and execution across multiple Task Orders. • Managed multidisciplinary teams of architects, engineers, and QA specialists. • Ensured that all assignments align with USAID's objectives, environmental safeguards, and safety standards. • Led risk management, stakeholder engagement, and performance monitoring. • Guaranteed timely, cost-effective delivery of high-quality A&E supervision services across the IDIQ portfolio.
05/2023 - 02/2025	USAID Mali Anka Jiko activity, Quality Assurance Task Order. – USAID IDIQ III – A/E Supervision Services B360 is the Prime Contractor Position: Program Manager Reference's Contact information: Jean L. Jolicoeur, Hydrogeologist, PhD Senior Water Sanitation and Hygiene Advisor Agriculture and Economic Growth Agriculture et Croissance Économique USAID/Mali Email: jjolicoeur@usaid.gov Phone: +223 82990743	Mali	Under the USAID A&E IDIQ III, BizSolutions 360 Inc. provides A/E supervision and quality assurance services to support the Mali Anka Jiko Activity, a water governance and infrastructure program in the Sikasso, Bougouni, and Koutiala regions. The Task Order covers: • Design review, construction oversight, and QA/QC for the development of: • 50 potable water systems. • 23 community garden irrigation systems. • 23 vegetable storage facilities. • 5 fecal sludge treatment plants. • Supervision of construction and rehabilitation activities, ensuring compliance with USAID's environmental, safety, and quality standards. • Monitoring of contractor performance and technical compliance to safeguard sustainability and long-term functionality. As Program Manager for the A&E IDIQ III, Alexander Njoroge

			provides overall leadership and contract management for the Mali Anka Jiko QA Task Order. His responsibilities include: • Strategic oversight of project planning, design reviews, and construction supervision. • Directing multidisciplinary engineering and QA teams to ensure USAID standards are consistently applied. • Managing risk assessment, stakeholder coordination, and compliance monitoring across the project lifecycle. • Ensuring timely, cost-effective, and high-quality delivery of technical services aligned with USAID's goals for improved water, sanitation, and agricultural resilience.
March 2022 – Dec 2022	DTRA Effluent Treatment System (ETS) Upgrades at the Kenya Veterinary Vaccines Production Institute (KEVEVAPI)/National Veterinary Quality Control Lab (NVQCL). (DTRA CITRIC III – B360 was a Subcontractor to BV Position: Project Manager Reference's Contact information Christopher E. Biegun, MBA, PMP, ITIL, CCP AVP, Customer Exec & Principal Program Manager Federal Integrated Services Black & Veatch Special Projects Corp. Email: BiegunC@bv.com O: 913 458 1833 M: 703 231 3344	Kenya	The project included decommissioning of an outdated effluent system, remediation of surrounding soil and plumbing infrastructure, installation of a new treatment system, and construction of a new system enclosure. Works also covered campus utility improvements and operational training to enhance KEVEVAPI/NVQCL's capacity to safely contain contaminated waste from pathogen-related vaccine production. As Project Manager, he led the design verification, construction supervision, and QA/QC of the treatment system upgrade. He ensured compliance with U.S. Government safety standards, oversaw contractor performance, and managed risk mitigation for environmental and occupational safety.

2022 2023 – Phase 1 complete	DTRA CITRIC III - BV Prime; Liberia National Reference Laboratory (NRL) Design and Construction. Monrovia, Liberia- B360 is a Subcontractor to BV- Phase 1 – Feasibility Studies and Design Phase -Complete Position: Project Manager Reference's Contact information Shaun Quigley	Liberia	The project covered feasibility assessments, constructability reviews, and design services (Phase 1) , with planned renovation and construction of biosafety & biosecurity (BS&S)-related laboratory infrastructure, equipment installation, and staff training (Phase 2) at the National Reference Laboratory in Monrovia. The upgraded NRL will expand
	E QuigleyS@bv.com D +1 913-458-6589		Liberia's capacity to diagnose biological threats and reduce outbreak risks across borders. As Project Manager, he directed the design assessment, contractor input review, and feasibility supervision during Phase 1. He is also tasked with leading the Phase 2 construction, ensuring compliance with biosafety/biosecurity standards, QA/QC of works, and safe commissioning of laboratory facilities.

2017-2020	USAID: Sustainable High Impact Infrastructure for Education and Agriculture (SHINE), Liberia- Design Build Position: Project Manager B360 is the Prime Contractor Reference's Contact information Jusu Wendell Holmes, MSc. Senior Engineer/ Infrastructure Team Lead, EGO USAID -502 Benson Street, Monrovia, Liberia T: +231 (0) 776 770 000 Ext. 7167 M: +231 (0)777 292 707 (WhatsApp)	Liberia	The SHINE program involved design, environmental compliance, and construction of education and agriculture facilities, including campus housing, libraries, agricultural processing/storage centers, and clinics. Key sub-projects included the Design-Build of a new 36,000 sq. ft. classroom building at the Liberia Institute of Public Administration (LIPA) and the Design & Construction of annexes to three community colleges (Nimba, Lofa, Grand Bassa) to expand technical and agricultural training capacity. As Project Manager, he oversaw operations, design integration, and quality assurance across multiple sites. He managed large multidisciplinary teams, directed construction supervision and contractor performance, and ensured safety compliance, environmental safeguards, and stakeholder coordination. His leadership ensured the \$8.3M program was delivered with lasting impact on Liberia's education and agriculture infrastructure.
-----------	---	---------	---

Membership in Professional Associations and Publications:

ESC-Maryland #48331

ASHRAE, training-various; Membership

National Fire Protection Association

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

3. English

4. Kiswahili

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:

PART 1: Pre-Construction – Current Condition Assessment & Design for Rehabilitation

- 1.1 Task 1: Project initiation
- 1.2 Task 2: Conduct a comprehensive assessment of the current condition of the buildings & infrastructure
- 1.3 Task 3: Prepare detailed design blueprints for the improvement/rehabilitation of buildings & infrastructure
- 1.4 Task 4: Prepare BOQ and Specifications for the proposed buildings & infrastructure improvement/rehabilitation
- 1.5 Task 5: Prepare the Bidding Documents for proposed buildings & infrastructure improvements/rehabilitation

PART 2: Supervision During Construction

- 1.1 Task 1: Construction work Supervision and contract management
- 1.2 Task 2: Preparation of Maintenance Plan

Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks

Task 1: Construction Work Supervision and Contract Management

USAID A&E IDIQ III – Nepal Engineering Services TO

Eng. Alex successfully initiated multidisciplinary supervision services, established project frameworks, mobilized teams, and engaged USAID stakeholders. He ensured alignment of project start-up with donor objectives, risk management protocols, and schedules

USAID: Sustainable High Impact Infrastructure for Education and Agriculture (SHINE), Liberia:

Eng. Alex managed a large team overseeing the construction of various educational facilities. His role involved contract management, ensuring that the construction adhered to the project's design, safety standards, and budget. His proven ability to supervise construction work and manage contracts ensures he can handle this task effectively in the proposed project.

Biosafety and Biosecurity (BS&S) Laboratory Construction:

Eng. Alex led the construction efforts for a laboratory project, where he supervised the installation of equipment and ensured compliance with project specifications. His experience supervising technically complex construction projects demonstrates his ability to oversee construction work in accordance with the project's design and contract requirements.

Task 2: Conduct a comprehensive assessment of the current condition of the buildings & infrastructure

World Bank – Rehabilitation of National Teacher Training Institutes (NTTIs), South Sudan:

As **Mechanical Engineer**, Eng. Alex carried out facility condition assessments, focusing on **mechanical systems and energy efficiency**, to guide rehabilitation planning and modernization. This demonstrates his ability to conduct thorough infrastructure assessments for education facilities.

BS&S Laboratory in Liberia:

Eng. Alex's involvement in ensuring the longterm functionality of laboratory facilities included the preparation of maintenance plans for equipment and infrastructure. His

	experience in managing high-level maintenance requirements for complex systems makes him well-suited to prepare maintenance plans for the proposed buildings and infrastructure rehabilitation. <i>CAT 7 and Fiber Cabling at US Mission Residential Compound:</i> Eng. Alex oversaw the installation of cabling infrastructure, ensuring that appropriate maintenance protocols were established to sustain the system post-installation. His familiarity with preparing maintenance schedules and manuals for technical infrastructure is directly applicable to this task. <i>USAID IDIQ III, Nepal Engineering Services:</i> Led thorough assessments of infrastructure to accurately determine rehabilitation needs, using advanced diagnostics and assessments to guide planning.
--	--

{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)

PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation

8. D-1 - Buildings' assessment report
9. D-2 – As-built drawings.
10. D-3 - Design/improvement drawings
11. D-4 - BOQs and Specification
12. D-5 - Bidding documents for improvements/rehabilitation works
13. D-6 - Draft contracts
14. D-7 - ESMPs for the construction works

PART 2: Supervision During Construction

1. D-1 - Construction Supervision plan
2. D-2 - Weekly/Monthly progress report.
- 17.D-3 - Constructability Reports.
- 18.D-4 - Monthly Progress Reports
- 19.D-5 - Environmental performance
- 20.D-6 - Site Safety
- 21.D-7 - Claim assessment and Recommendations
- 22.D-8 - Cost assessment/analysis and Recommendations
- 23.D-9 - Time assessment/analysis and Recommendations
- 24.D-10 - Excerpts/Copies of Site Diary
- 25.D-11 - Copy of Contractor's Claim
- 26.D-12 - Minutes of Site Meetings
- 27.D-13 - Contractor's interim payment certificate
- 28.D-14 - Final completion report;
- 29.D-15 - Final account;
- 30.D-16 - List of defective or outstanding work for the site at practical completion;

Task 3: Prepare detailed design blueprints for the improvement/rehabilitation of buildings & infrastructure

USAID South Sudan – U.S. Mission Residential Compound Data Cabling Project:

Eng. Alex oversaw the creation of detailed design blueprints for CAT 7 and fiber cabling systems, integrating technical standards, operational resilience, and safety compliance into the designs.

Task 4: Prepare BOQ and Specifications

USAID SHINE Project, Liberia

He directed the preparation of Bill of Quantities and technical specifications for the design-build of a 36,000 sq. ft. classroom building at LIPA and annexes to three colleges. His BOQs ensured cost accuracy, compliance with design, and accountability in procurement. Task 5:

Prepare Bidding Documents

USAID A&E IDIQ III – Nepal Engineering Services TO

He managed the preparation and release of bidding documents for multiple infrastructure packages. He ensured transparent contractor selection and compliance with USAID procurement requirements.

Task 7: Construction Work Supervision and Contract Management

DTRA CITRIC III – Liberia National Reference Laboratory:

21.D-17 - List of defective or outstanding work for the site at the end of the defect's liability period and 22.D-18 - Signed-off certificates for the site upon final completion. 23.D-19 - Maintenance plan for the facilities 24.D-20 - Maintenance manuals	As Project Manager, Alexander supervised feasibility/design in Phase 1 and prepared to lead construction in Phase 2. He ensured contract compliance, QA/QC, biosafety/biosecurity standards, and safety protocols — demonstrating his capability in managing technically complex construction supervision and contract administration. <i>AFRICOM – DCI Academy Classrooms, Kenya & Boat Operations Facility, Tanzania:</i> He is responsible for supervising classroom and maritime facility construction, ensuring secure, compliant infrastructure. He manages contractors, QA/QC, and stakeholder communication in high-security environments. <i>Task 8: Preparation of Maintenance Plan</i> <i>USAID South Sudan – U.S. Mission Residential Compound Data Cabling Project:</i> As Project Manager, he developed a maintenance plan and manuals for the new cabling infrastructure, ensuring long-term operability and sustainability. <i>DTRA Effluent Treatment System (ETS) Upgrades, KEVEVAPI Kenya:</i> He integrated maintenance requirements into commissioning and training plans, ensuring sustainable system operation post-installation.
--	--

Expert's contact information :

E-mail : petern@b360inc.com

Phone : [202.588.0560](tel:202.588.0560) / [+254722961906](tel:+254722961906)

Certification:

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

Alexander Njoroge



09/12/2025

Name of Expert

Signature

Date

Alexander Njoroge



09/16/2025

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

Signature

Date

2. CURRICULUM VITAE (CV)

Position Title and No.	Architect
Name of Expert:	Charles Muthuri Mutuah Seasoned Architect with over 15 years of experience delivering and supervising public-sector and institutional building projects in Kenya. He specializes in architectural design review, condition assessments, rehabilitation planning, and construction oversight for government facilities, including judicial and administrative buildings. His expertise includes preparation and review of architectural drawings, BOQs, and tender documents, as well as on-site supervision to ensure compliance with statutory standards, quality requirements, and sustainable facility delivery.
Date of Birth:	1973
Country of Citizenship/Residence:	Kenyan

Education:

- **Bachelor of Architecture**

University of Nairobi

- **Kenya Certificate of Secondary Education Alliance High School**

Computer skills:

- AutoCAD
- Microsoft Office
- ArchiCAD
- AutoCAD Architecture
- SketchUp
- Revit
- Artlantis
- 3d Studio Max
- Cinema 4D
- Sketchup

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
2012 - present	Radius Systems Limited Position: Senior Architect Reference's Contact Information: Mr. Mehrzad Ehsani, M Arch, MAAK Title: Consulting Architect, Village Market Email: me@villagemarketkenya.com Phone: 254(20)7122014/0722 222223	Kenya	Provides architectural leadership, design review, and technical oversight for institutional, commercial, and mixed-use developments. Responsible for reviewing architectural designs, coordinating multidisciplinary consultants, preparing specifications, and supporting construction supervision to ensure compliance with approved drawings, building codes, and functional requirements. <i>Selected Relevant Projects:</i>

			• Village Market Phase II & III, Nairobi – Provided architectural design coordination, reviewed contractor submissions, and supported construction supervision and as-built documentation for a major public-use commercial facility. • Institutional & Commercial Facilities (Kenya) – Led design development, reviewed BOQs and specifications, and provided site oversight to ensure constructability, quality assurance, and timely delivery.
2008 - 2012	SPARCH Architects Position: Partner/Project Architect Reference's Contact Information: Ben Ndung'u Title: Partner Phone: +254-020-7121044 Email: ben@sparchitects.co.ke	Kenya	Led architectural design, facility assessments, and rehabilitation planning for institutional, education, health, hospitality, and residential projects. Oversaw preparation of design drawings, specifications, and tender documentation, and provided technical supervision during construction. <i>Selected Relevant Projects:</i> • Aga Khan Educational Services – Facilities Technical Audit (Kenya) Conducted condition assessments of existing education facilities, identified rehabilitation needs, prepared technical audit reports, and developed prioritized improvement recommendations with cost estimates. • Institutional & Educational Facilities (Kenya) Prepared rehabilitation designs, coordinated consultants, and supervised works to ensure compliance with client requirements and applicable standards.

12/2004 - 2007	Mehraz Ehsani Consulting Architects Position: Senior Architect Reference's Contact Information Mr. Mehraz Ehsani, M Arch, MAAK Title: Consulting Architect, Village Market Email: me@villagemarketkenya.com Phone: 254(20)7122014/0722 222223	Kenya	Delivered detailed architectural design, consultant coordination, and construction supervision for large institutional and commercial buildings. Reviewed drawings and contractor submissions, ensuring design intent, safety considerations, and quality standards were maintained. <i>Selected Relevant Projects:</i> • Public and Institutional Buildings (Kenya) Supported design development, detailed drawings, and site supervision, contributing to successful delivery of complex institutional facilities.
01/2004 -11/2004	Symbion International Kenya Position: Architect Reference's Contact Information Mr. Arthur Oyugi, MAAK(A), MAAT(A) Title: Associate Partner Symbion International Architects and Interior Designers Email: Arthur.oyugi@symbionint.com Tel: 254(20)883341/2/2/5	Kenya	Participated in technical audits, refurbishment designs, and condition assessments for institutional buildings. Assisted in preparing rehabilitation proposals, cost estimates, and design documentation to support infrastructure improvement programs. <i>Selected Relevant Projects:</i> • Institutional Facility Refurbishment Assignments (Kenya) Conducted assessments of existing buildings and prepared remedial architectural solutions aligned with operational needs.
10/2000 -12/2003	Mehraz Ehsani Consulting Architects Position: Architect Reference's Contact information: Mr. Mehraz Ehsani, M Arch, MAAK Title: Consulting Architect, Village Market Email: me@villagemarketkenya.com Phone: 254(20)7122014/0722 222223	Kenya	Contributed to architectural drawings, detailing, and site supervision for institutional and commercial developments. Supported design coordination and ensured construction works complied with approved drawings and specifications. <i>Selected Relevant Projects:</i> • Commercial & Institutional Developments (Kenya) Assisted with architectural documentation and construction monitoring for public-use buildings.

1998 - 1999	Keipet Consultants (Project Managers) Position: Architect	Kenya	Participated in technical audits and condition assessments for public sector facilities, contributing to evaluation reports and rehabilitation planning. Selected Relevant Projects: • ADB / World Bank – Rehabilitation of Provincial Hospitals (Western & Nyanza Provinces, Kenya) Supported facility condition assessments, reviewed existing infrastructure, and contributed to rehabilitation recommendations and cost analyses for donor-funded hospital improvement programs.
-------------	--	-------	---

Membership in Professional Associations and Publications:

- Registered Architect - Board of Registration for Architects and Quantity Surveyors (BORAQS)
- Member (MAAK) - Architectural Association Of Kenya (AAK)

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

- English
- Swahili (Kiswahili)

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts: <i>PART 1: Pre-Construction – Current Condition Assessment & Design for Rehabilitation</i> 1.1 Task 1: Project initiation 1.2 Task 2: Conduct a comprehensive assessment of the current condition of the buildings & infrastructure 1.3 Task 3: Prepare detailed design blueprints for the improvement/rehabilitation of buildings & infrastructure 1.4 Task 4: Prepare BOQ and Specifications for the proposed buildings & infrastructure improvement/rehabilitation 1.5 Task 5: Prepare the Bidding Documents for proposed buildings & infrastructure improvements/rehabilitation 1.6 Task 6: Assess the Environmental and social impact of proposed buildings & infrastructure improvements/ rehabilitation <i>PART 2: Supervision During Construction</i> 1.7 Task 1: Construction work Supervision and contract management 1.8 Task 2: Preparation of Maintenance Plan	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks <i>PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation</i> 1.1 Task 1: Project initiation <i>Judiciary of Kenya – Court Buildings Projects (Various Years)</i> As Architect, Charles supported project initiation by reviewing architectural scopes, confirming space requirements, and aligning project objectives with statutory and institutional standards. He contributed to inception activities by establishing design review parameters and coordinating architectural inputs with client representatives. <i>Ministry of Public Works – Government Institutional Buildings</i> He supported early-stage planning for public institutional facilities, reviewing architectural briefs and ensuring proposed rehabilitation and construction works aligned with government building standards and functional requirements.
---	---

{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved) *PART*

1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation

7. D-1 - Buildings' assessment report
8. D-2 – As-built drawings.
9. D-3 - Design/improvement drawings
10. D-4 - BOQs and Specification
11. D-5 - Bidding documents for improvements/rehabilitation works
12. D-7 - ESMPs for the construction works

PART 2: Supervision During Construction

1. D-1 - Construction Supervision plan
2. D-2 - Weekly/Monthly progress report.
7. D-3 - Constructability Reports.
8. D-4 - Monthly Progress Reports
9. D-5 - Environmental performance
- 10.D-6 - Site Safety
- 12.D-10 - Excerpts/Copies of Site Diary
- 13.D-11 - Copy of Contractor's Claim
- 16.D-14 - Final completion report;
- 17.D-15 - Final account;

1.2 Task 2: Conduct a comprehensive assessment of the current condition of the buildings & infrastructure

Judiciary of Kenya – Rehabilitation of Court Facilities

Charles conducted architectural condition assessments of existing court buildings, evaluating spatial adequacy, circulation, accessibility, safety, and functional performance to inform rehabilitation and upgrading works.

Public Sector Institutional Buildings – Government of Kenya

He reviewed existing building layouts and conditions for government facilities, identifying deficiencies and opportunities for rehabilitation to improve functionality and service delivery.

1.3 Task 3: Prepare detailed design blueprints for the improvement/rehabilitation of buildings & infrastructure

Judiciary of Kenya – New and Rehabilitated Court Buildings

Charles prepared and reviewed architectural design drawings for new and rehabilitated court facilities, ensuring compliance with building codes, accessibility standards, and functional requirements specific to judicial institutions.

Public Works Institutional Projects

- 21.D-16 - List of defective or outstanding work for the site at practical completion;
- 22.D-17 - List of defective or outstanding work for the site at the end of the defect's liability period and
- 23.D-18 - Signed-off certificates for the site upon final completion.
- 24.D-19 - Maintenance plan for the facilities
- 25.D-20 - Maintenance manuals

He contributed to the preparation of architectural drawings for government buildings, coordinating layouts with structural and services engineers to support constructable and compliant designs.

1.4 Task 4: Prepare BOQ and Specifications for the proposed buildings & infrastructure improvement/rehabilitation

Judiciary of Kenya – Court Building Projects

Charles contributed to the preparation and review of architectural specifications and BOQs, ensuring accurate definition of rehabilitation works, materials, finishes, and performance standards. *Ministry of Public Works – Government Facilities* He supported preparation of BOQs and technical specifications for institutional buildings, ensuring alignment between drawings, quantities, and construction requirements.

1.5 Task 5: Prepare the Bidding Documents for proposed buildings & infrastructure improvements/rehabilitation

Judiciary of Kenya – Tender Documentation for Court Buildings

Charles reviewed architectural components of bidding documents, ensuring consistency between drawings, specifications, and BOQs to support transparent procurement and effective contractor execution.

Government of Kenya – Institutional Building Projects

He supported preparation and review of tender documents for public sector projects, confirming architectural requirements were clearly articulated for competitive bidding.

1.6 Task 6: Assess the Environmental and social impact of proposed buildings & infrastructure improvements/ rehabilitation

Judiciary of Kenya – Public Court Facilities

Charles ensured architectural designs incorporated safety, accessibility, ventilation, and user-flow considerations, supporting environmental and social compliance through appropriate spatial planning and design mitigation measures.

Public Institutional Buildings – Government of Kenya

He integrated design features addressing accessibility and public safety requirements, supporting alignment with institutional and regulatory standards.

PART 2: Supervision During Construction

1.7 Task 1: Construction work Supervision and contract management

	<i>Judiciary of Kenya – Court Building Construction and Rehabilitation</i> Charles provided architectural oversight during construction, conducting site inspections, reviewing shop drawings, responding to RFIs, and verifying compliance with approved architectural designs and specifications. <i>Ministry of Public Works – Institutional Buildings</i> He supported construction supervision for government facilities, ensuring quality control, adherence to design intent, and resolution of architectural issues during implementation. 1.8 Task 2: Preparation of Maintenance Plan <i>Judiciary of Kenya – Institutional Facilities</i> Charles contributed architectural inputs to maintenance and handover documentation, identifying building components, finishes, and systems requiring routine maintenance to ensure durability and long-term functionality. <i>Public Sector Buildings – Government of Kenya</i> He supported preparation of maintenance considerations as part of project close-out, contributing to sustainable operation of completed institutional facilities.
--	--

Expert's contact information :

E-mail : charles@sparchitects.co.ke

Phone: +254 7121044

Certification:

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

Charles Muthuri Mutuah



12/17/2025

Name of Expert

Signature

Date

Peter Karenga Ng'ang'a



12/17/2025

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

Signature

Date

3. CURRICULUM VITAE (CV)

Position Title and No.	Quantity Surveyor
------------------------	-------------------

Name of Expert:	Mwanguhya Steven. Dedicated Measurement Engineer with over 10 years of experience in the construction industry specializing in the successful delivery of large-scale infrastructure and building projects.
Date of Birth:	TBC
Country of Citizenship/Residence	Ugandan

Education:

- **BSc. Science in Building and Civil Engineering.**

2010- 2015 Kyambogo University

- **Uganda Advanced Certificate of Education**

2008-2009 Hoima Secondary School

Computer Skills

- Auto CAD Civil 3D, Autodesk Revit, Infra Works.
- SAP2000 Structural Analysis.
- GIS software (Arc GIS), Google Maps, Global Mapper.
- Microsoft Project, MS Excel, word, power point,
- GPS software and All Survey Equipment.
- CostX and PlanSwift.

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
05/2023 – 07/2025	SBC & SBI International Holdings of Uganda Kabale International Airport Construction (Hoima). Position: Measurement Engineer Contact Information: Eng. David Birungi Project Manager AZU Properties Ltd Phone: +256 784459704 Email: dbirung09@gmail.com	Uganda	Large-scale international airport with runways, taxiways, terminals, utilities, and support infrastructure. Responsibilities: • Conducted feasibility studies and life cycle costing for airport civil works. • Prepared BOQs, tender documents, and specifications for procurement. • Carried out cost planning, budgeting, and comparative costing during design to achieve economical solutions. • Prepared interim valuations, cash-flow forecasts, and financial appraisals. • Assessed contractor claims, variations, and prepared final accounts. • Ensured cost control and budget

			compliance throughout the project lifecycle.
12/2019 – 02/2023	ARC Resources Corporation Ltd. Juba–Bor Highway Construction Position: Measurement Engineer Contact Information: Watchara Swayprakhon Project Manager. ARC Resources Cooperation Juba South Sudan. +211928860122/+8562059498767 watchara1970@gmail.com	South Sudan	Project: Juba-Bor Highway Construction (200Km Dual Carriage way Road 4-Lane), 7-Bridges, Corporate social Responsibilities (CSR), Building Hospitals, Schools, Churches, Access Roads, Mosques, Boreholes at every Sub-County level. Responsibilities: • Prepared BOQs, tender documentation, and contract conditions. • Conducted comparative costing during design and feasibility stage. • Reported on project progress, managed change orders, RFIs, and approvals. • Prepared interim payment certificates, cash flow projections, and valuations. • Evaluated and settled variations and contractors' claims. • Supported CSR works (schools, boreholes, hospitals) by integrating ESMP requirements in budgets and specifications.
10/2017 – 11/2019	Jandawall Construction and Road Building Company (Afghanistan) Rehabilitation of access road to UMAMA base, Afghanistan. Position: Design Engineer Contact Information:	Afghanistan	• Conducted feasibility studies and developed business case costing. • Prepared 2D/3D CAD design drawings, shop drawings, and specifications. • Developed and managed BOQs, cost schedules, and design documentation. • Guided survey team in data collection and verified design vs site conditions. • Conducted quality control checks on design outputs and maintained CAD standards. • Reported regularly to senior management, highlighting risks and key issues.
02/2017 – 08/2017	National Roads Authority (UNRA) Critical Oil Roads (COR) in Albertine Region. Position: Survey Engineer Contact Information: RSU Wampamba Frank	Uganda	Responsibilities: • Conducted site surveys, set out benchmarks, and verified construction layouts. • Prepared survey data, reports, and records to guide design and construction.

	Manager Survey Road network planning and Engineer, Ministry Of Works Phone: +256785201041 Email: frankwampamba@hotmail.com		- Coordinated with design engineers to align site measurements with project drawings. - Conducted QA checks on survey data, reducing measurement errors by 40%. - Supported dispute resolution by providing verified survey documentation.
09/2015 – 02/2017	China Railway No.3 Engineering Co. Ltd. Position: Measurement Engineer	Uganda	Projects: Civil Works for the Upgrading Package 5: KanoniSembabule, Villa Maria, Road Project (110Km) Ref No. UNRA/WORK/2023-14/00013/01/05, -Rehabilitation of Hima-Katunguru Road Project (58km) Responsibilities: - Conducted feasibility measurement studies and BOQ preparation. - Prepared interim payment certificates and financial appraisals. - Monitored material usage and implemented cost control mechanisms (reduced wastage by 10%). - Managed cost reporting, final accounts, and settlement of claims. - Prepared comparative costing and advised on contract compliance.
02/2015 – 08/2025	Reynold Construction Company RCC Reconstruction of KampalaMasaka Road Project (100Km).	Uganda	Reconstruction of Kampala– Masaka Road (100 km). Responsibilities: - Assisted in site measurements, BOQs, and tender documents. - Conducted cost estimations and comparative analysis for road rehabilitation. - Conducted cost estimations and comparative analysis for road rehabilitation. - Supported preparation of interim valuations and progress reports. - Gained practical experience in QA/QC, construction

			supervision, and AutoCAD documentation.
--	--	--	---

Membership in Professional Associations and Publications:

Associate Member Civil Engineer Reg No.1152

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

- English
- Arabic
- Runyakitara
- Luganda

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
<i>PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation</i> 1.1 Task 1: Project initiation 1.2 Task 2: Conduct a comprehensive assessment of the current condition of the buildings & infrastructure 1.3 Task 3: Prepare detailed design blueprints for the improvement/rehabilitation of buildings & infrastructure 1.4 Task 4: Prepare BOQ and Specifications for the proposed buildings & infrastructure improvement/rehabilitation 1.5 Task 5: Prepare the Bidding Documents for proposed buildings & infrastructure improvements/rehabilitation 1.6 Task 6: Assess the Environmental and social impact of proposed buildings & infrastructure improvements/rehabilitation <i>PART 2: Supervision During Construction</i> 1.1 Task 1: Construction work Supervision and contract management 1.2 Task 2: Preparation of Maintenance Plan	<i>PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation</i> Task 1: Project Initiation <i>Kabale International Airport (Uganda, 2023–2025)</i> Conducted feasibility studies and life cycle costing; prepared preliminary BOQs and cost estimates; developed tender documentation to guide project initiation. <i>Juba–Bor Highway (South Sudan, 2019–2023)</i> Prepared inception cost documents, tender specifications, and contract conditions that supported project kick-off. Task 2: Comprehensive Assessment of Current Condition <i>UNRA Critical Oil Roads (Uganda, 2017) –</i> Carried out survey assessments across 600 km, established benchmarks, verified existing layouts, and corrected discrepancies in design vs site conditions.

{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}

PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation

1. D-1 - Buildings' assessment report
6. D-4 - BOQs and Specification
7. D-5 - Bidding documents for improvements/ rehabilitation works
6. D-6 - Draft contracts

PART 2: Supervision During Construction

1. D-1 - Construction Supervision plan

China Railway Roads (Uganda, 2015–2017) – Re-measured completed works and prepared updated BOQs to align with actual site progress, ensuring accuracy of rehabilitation documentation.

Task 3: Prepare Detailed Design Blueprints for Rehabilitation

UMAMA Base Road Rehabilitation (Afghanistan, 2017–2019) – Produced feasibility and detailed design drawings, 2D/3D CAD models, and shop drawings; integrated design reviews with quantity take-offs for improved planning.

2. D-2 - Weekly/Monthly progress report.
9. D-4 - Monthly Progress Reports
10. D-5 - Environmental performance
11. D-6 - Site Safety
12. D-7 - Claim assessment and Recommendations
13. D-8 - Cost assessment/analysis and Recommendations
12. D-10 - Excerpts/Copies of Site Diary
13. D-11 - Copy of Contractor's Claim
19. D-13 - Contractor's interim payment certificate
20. D-14 - Final completion report;
21. D-15 - Final account;
22. D-16 - List of defective or outstanding work for the site at practical completion;
23. D-17 - List of defective or outstanding work for the site at the end of the defect's liability period
24. D-18 - Signed-off certificates for the site upon final completion.

Juba-Bor Highway (South Sudan) – Prepared shop drawings and technical designs for culverts, bridges, and road sections, ensuring accuracy of design-to-site translation.

Task 4: Prepare BOQs and Specifications
Kabale International Airport (Uganda)

Prepared detailed BOQs, cost estimates, and specifications for runway and terminal works.
China Railway Roads (Uganda) – Prepared interim BOQs, valuations, and specifications for two major highway rehabilitation projects, ensuring compliance with design and cost standards.

Task 5: Prepare Bidding Documents

Juba-Bor Highway (South Sudan) – Prepared and reviewed tender documents, bid packages, and contract terms, supporting transparent procurement and contractor selection. *Kabale International Airport (Uganda)* – Supported preparation of tender documents and bid evaluations for subcontractor procurement. Task 6: Assess Environmental and Social Impact of Improvements

Juba-Bor Highway (South Sudan) – Integrated environmental safeguards and CSR elements (schools, hospitals, boreholes, waste management facilities) into BOQs and specifications.

UNRA Critical Oil Roads (Uganda) – Supported ESIA through survey data, identifying environmental impacts and providing technical input for mitigation measures.

PART 2: Supervision During Construction

Task 1: Construction Work Supervision & Contract Management

Kabale International Airport (Uganda) – Verified contractor claims, prepared interim valuations, assessed variations, and compiled final accounts; ensured contract compliance.

Juba-Bor Highway (South Sudan) – Conducted site inspections, supervised measurement works, and issued interim payment certificates; managed cost reporting, claims, and change orders.

China Railway Roads (Uganda) – Supervised site measurements, prepared IPCs, managed disputes and variations, and ensured adherence to contract specifications.

Task 2: Preparation of Maintenance Plan *China Railway Roads (Uganda)* – Compiled final accounts and as-built documentation, supporting preparation of maintenance plans for road networks.

Kabale International Airport (Uganda) –

	Prepared cost and measurement data integrated into life-cycle costing and maintenance manuals for long-term facility management.
--	--

Expert's contact information :

E-mail mwanguhyasteivee@gmail.com.

Phone No. +256783495682 /+256703377036

Certification:

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

Mwanguhya Steven



09/15/2025

Name of Expert

Signature

Date

Peter Karenga Ng'ang'a



09/16/2025

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

Signature

Date

4. CURRICULUM VITAE (CV)

Position Title and No.	Structural Engineer
Name of Expert:	Gerald King'ori Over a decade of experience in the design, assessment, and supervision of high-rise, institutional, and educational infrastructure projects. He specializes in structural design, BOQs and tender documentation, rehabilitation of existing facilities, and contract management, ensuring compliance with international standards, safety codes, and client requirements.
Date of Birth:	1985
Country of Citizenship/Residence	Kenyan

Education:

- **Bsc. Civil & Structural Engineering (Hons.)** University of Nairobi, 2006 – 2011
- **(Certificate) ArchiCAD.** Chako College, 2010 • **(Certificate) AutoCAD.** Zetech College, 2008

Computer Skills

- Microsoft Office Suit (Word, Excel, power point etc...)
- ArchiCAD
- AutoCAD
- MS Project • Graphic Tools:
- Adobe Photoshop
- Primavera

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
2024 - present	BizSolutions 360 Inc. AFRICOM - CN&GT A&E and Construction KE DCI Academy DCI Academy Classrooms, Nairobi, Kenya Project Contract No: PO OC24-01015-01 - B360 is a subcontractor to ACS Global Services LLC Position: Structural Engineer Reference's Contact Information Peter Karengi Assoc. AIA. LEED AP. President B360	Kenya	The project involves the design and construction of new classroom and training facilities at the Defense Criminal Investigations Academy. Activities include structural design review, preparation of BOQs and specifications, and supervision of reinforced concrete and steel works to ensure secure, functional, and compliant training spaces. Eng. Kingori is responsible for reviewing and integrating structural designs, verifying

	Email: petern@b360inc.com Phone: (202) 588-0560		compliance with AFRICOM and U.S. Government standards, and supervising construction to ensure structural safety, durability, and quality. He oversees contract documentation, QA/QC of works, and risk management for the structural components of the facility.
2023 - present	BizSolutions 360 Inc. USAID South Sudan US Mission Residential Compound (RC) Data Cabling Project Contract No: 72066823C00001 – B360 is a Subcontractor to Infogain Consulting Position: Structural Engineer Reference's Contact information Peter Karengi Assoc. AIA. LEED AP. President B360 Email: petern@b360inc.com Phone: (202) 588-0560	South Sudan	The project involves the design and installation of CAT 7 and fiber cabling at the U.S. Mission Residential Compound in South Sudan, including conceptual schematics, design development, supervision of earthworks, and construction of new manholes. Activities include civil and structural design support for manholes and underground ducting, preparation of BOQs and specifications, and supervision of related works. Eng. Kingori is responsible for reviewing and integrating structural aspects into the cabling infrastructure design, ensuring safety, durability, and compliance with U.S. Government and international codes. He provides QA/QC oversight, supervises contractor execution, and verifies that all structural works meet the project's design and operational requirements.

01/2022 - present	Perspective Consultants Ltd. Project: Proposed Development of Rockfield Junior & Senior Schools (Nairobi & Kitengela). Position: Technical Director and Senior Civil and Structural Engineer Reference's Contact information	Kenya	The project involves the development of educational facilities, including classrooms, administration blocks, and supporting infrastructure at Tena Estate (Nairobi) and Kitengela (Kajiado County). Activities include condition assessment of existing facilities, preparation of structural designs, BOQs, and tender documentation, and supervision of construction works. Mr. Kingori is responsible for the structural design of reinforced concrete works, integration of services, and supervision during construction. He ensures that the educational infrastructure complies with safety
----------------------	---	-------	---

			standards, durability requirements, and Ministry of Education guidelines.
2012 - 2021	Wanjohi Mutonyi Consult Ltd Project: Kenya National Assembly Tower (26-storey tower + basements) Position: Civil and Structural Engineer Reference's Contact information	Kenya	The project involved the design and construction of a 26-floor reinforced concrete tower with basements for the Kenya National Assembly. Activities included feasibility assessments, detailed structural design, preparation of BOQs and tender documents, and supervision of contractor works. Eng. Kingori was responsible for structural design and integration, ensuring safety, stability, and compliance with national codes and FIDIC standards. He oversaw contract management, variation analysis, and QA/QC of reinforced concrete works.

2012 - 2021	Wanjohi Mutonyi Consult Ltd Project: KCAA Aviation House Twin Towers Position: Civil and Structural Engineer Reference's Contact information	Kenya	The project involved the construction of twin 15-floor towers for the Kenya Civil Aviation Authority , connected by a skybridge. Activities included detailed structural design, BIM integration, and preparation of construction documentation . Eng. Kingori was responsible for the structural design of reinforced concrete elements, integration with architectural systems, and QA/QC oversight during construction. He ensured design compliance with aviation sector standards, ESMP requirements, and FIDIC contracts.
2012 - 2021	Wanjohi Mutonyi Consult Ltd Project: Uganda House Refurbishment (Nairobi) Position: Civil and Structural Engineer Reference's Contact information	Kenya	The project involves the rehabilitation and modernization of Uganda House , a high-rise commercial building in Nairobi. Activities include structural condition assessment, remedial design, preparation of BOQs, and supervision of rehabilitation works . Eng. Kingori was responsible for leading structural assessments, identifying areas requiring strengthening, and developing rehabilitation designs . He ensured remedial works meet safety, durability, and
			national building code requirements.
2012 - 2021	Wanjohi Mutonyi Consult Ltd Project: Inoorero University Complex (Nairobi) Position: Civil and Structural Engineer Reference's Contact information	Kenya	The project involves the design and construction of a new university complex in Nairobi , including academic blocks and support facilities . Activities include architectural and structural design, preparation of BOQs, and supervision of construction. Eng. Kingori was responsible for structural design development, integration of BIM documentation, and construction supervision . He ensured that educational infrastructure complies with safety standards and

			functional requirements for higher learning institutions.
--	--	--	---

Membership in Professional Associations and Publications:

Institution of Engineers of Kenya; Corporate Member – M7208

Engineers Registration Board; Professional Engineer - A4044

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

- English - Excellent
- Kiswahili - Excellent

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts: <i>PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation</i> 1.1 Task 1: Project initiation 1.2 Task 2: Conduct a comprehensive assessment of the current condition of the buildings & infrastructure 1.3 Task 3: Prepare detailed design blueprints for the improvement/rehabilitation of buildings & infrastructure 1.4 Task 4: Prepare BOQ and Specifications for the proposed buildings & infrastructure improvement/rehabilitation 1.5 Task 5: Prepare the Bidding Documents for proposed buildings & infrastructure improvements/rehabilitation 1.6 Task 6: Assess the Environmental and social impact of proposed buildings & infrastructure improvements/rehabilitation <i>PART 2: Supervision During Construction</i> 1.1 Task 1: Construction work Supervision and contract	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks Task 1: Project Initiation <i>Kenya National Assembly Tower:</i> Led inception structural design reports, coordinated client briefing, and mobilized multidisciplinary teams. <i>Rockfield Schools:</i> Initiated design planning and site feasibility assessments for educational facilities in Nairobi and Kitengela. <i>DCI Academy, Kenya:</i> Reviewed inception documentation and coordinated structural input at project start-up. Task 2: Conduct a Comprehensive Assessment of the Current Condition of the Buildings & Infrastructure <i>Uganda House Refurbishment:</i> Conducted detailed structural condition assessments, identified deficiencies, and proposed remedial interventions. <i>South Sudan Cabling Project:</i>
---	---

management Task 2: Preparation of Maintenance Plan {List all deliverables/tasks as in TECH- 5 in which the Expert will be involved) <i>PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation</i> 6. D-1 - Buildings' assessment report 7. D-2 – As-built drawings. 8. D-3 - Design/improvement drawings 9. D-4 - BOQs and Specification 10. D-5 - Bidding documents for improvements/rehabilitation works <i>PART 2: Supervision During Construction</i> 1. D-1 - Construction Supervision plan 2. D-2 - Weekly/Monthly progress report. 5. D-3 - Constructability Reports. 6. D-4 - Monthly Progress Reports 6. D-6 - Site Safety 12. D-10 - Excerpts/Copies of Site Diary 13. D-11 - Copy of Contractor's Claim 21. D-14 - Final completion report; 22. D-15 - Final account; 23. D-16 - List of defective or outstanding work for the site at practical completion; 24. D-17 - List of defective or outstanding work for the site at the end of the defect's liability period and 25. D-18 - Signed-off certificates for the site upon final completion. 26. D-19 - Maintenance plan for the facilities - D-20 - Maintenance manuals	Reviewed existing compound infrastructure, assessed earthworks and manhole conditions prior to new ducting installation. Task 3: Prepare Detailed Design Blueprints for the Improvement/Rehabilitation of Buildings & Infrastructure <i>KCAA Aviation House:</i> Prepared detailed reinforced concrete design drawings and specifications for twin towers. <i>Kwetu Havens Apartments:</i> Developed structural blueprints for 10 high-rise blocks (15 floors each). <i>Rockfield Schools:</i> Prepared structural drawings for classrooms and administration blocks. Task 4: Prepare BOQ and Specifications for the Proposed Buildings & Infrastructure Improvement/Rehabilitation <i>National Assembly Tower:</i> Prepared structural BOQs and technical specifications for reinforced concrete and finishes. <i>South Sudan Cabling Project:</i> Developed BOQs for manholes, ducting, and associated civil works. <i>Inoorero University:</i> Integrated BOQs and specifications for reinforced concrete educational facilities. Task 5: Prepare the Bidding Documents for Proposed Buildings & Infrastructure Improvements/Rehabilitation <i>Road Audits (Kisumu, North Rift, Eastern Kenya):</i> Reviewed tender/bid documents for donor-funded road projects. <i>National Assembly Tower:</i> Assisted in preparation of tender packages for contractor procurement. Task 6: Assess the Environmental and social impact of proposed buildings & infrastructure improvements/rehabilitation <i>Road Audits (RMFLF-funded projects):</i> Integrated ESIA findings into technical audits. <i>DCI Academy, Kenya:</i> Reviewed ESMP compliance for structural works as part of AFRICOM standards. <i>PART 2: Supervision During Construction</i> Task 1: Construction Work Supervision and Contract Management <i>Kwetu Havens Apartments:</i>
--	---

	Supervised reinforced concrete works, monitored QA/QC, and verified contractor claims. <i>KCAA Aviation House:</i> Oversaw contractor performance, ensured compliance with FIDIC contract terms, and supervised construction QA/QC. <i>South Sudan Cabling Project:</i> Supervised civil/structural works for manholes and ducting, ensuring compliance with U.S. Government standards. <i>DCI Academy, Kenya:</i> Supervised structural elements of classrooms, ensuring compliance with AFRICOM and U.S. standards. <i>Task 2: Preparation of Maintenance Plan</i> <i>Uganda House Refurbishment:</i> Developed structural maintenance recommendations post-rehabilitation. <i>National Assembly Tower:</i> Contributed to handover documentation, defects liability reports, and structural maintenance schedules. <i>South Sudan Cabling Project:</i> Developed structural maintenance guidelines for manholes and ducting systems to support longterm performance.
--	---

Expert's contact information :

E-mail: kingori2000@gmail.com

Phone : +254 726 098374

Certification:

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

Gerald K. Kingori



09/15/2025

Name of Expert

Signature

Date

Peter Kareng'e Ng'ang'a



09/16/2025

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

Signature

Date

5. CURRICULUM VITAE (CV)

Position Title and No.	Civil Engineer
Name of Expert:	Frank Mawanda Civil Engineer with over 11 years of professional experience in design, construction supervision, and quality assurance of roads, airports, buildings, and flood-control infrastructure. He has delivered World Bank, UN, and donor-funded projects, with expertise spanning feasibility studies, BOQs, structural/civil design review, contract management, and stakeholder coordination under challenging environments.
Date of Birth:	26/01/1990
Country of Citizenship/Residence:	Uganda

Education:

Bachelor of engineering (civil) 2 nd class Upper,
 NDEJJE University Kampala.

Advanced certificate of Education

Centenary High school masaka, Uganda

Computer Skills

- Arch card and Auto card design software
- Microsoft Office

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
07/2024 - present	DP World- Group – Dubai & United Kingdom Project: Edible Oil Terminal – Berbera Port	Somali	The project involves the construction of warehouses, utility blocks, tank storage bases, dyke walls, compressor blocks, gates, access roads, and traffic management systems. Frank supervises civil works including foundations, structural concrete, and utilities. He is responsible for QA/QC inspections, preparation of BOQs, contractor oversight, and compliance with design specifications and HSE standards.

03/2024 – 01/2025	SKA International Group Project: U.S. Military Infrastructure Works Position: Project Site Lead Engineer Reference Point of Information: Makumbi Mike	South Sudan	Led site works for runway and taxiway rehabilitation , Toyota maintenance yard, guard towers, DFAC facilities, and perimeter walls. Responsibilities included supervising earthworks, drainage, reinforced concrete structures , and ensuring
----------------------	--	-------------	---

	Tel: +256 7050770660 Email: makumbimike@gmail.com .		compliance with U.S. military construction standards.
09/2022 – 02/2024	Canaan Construction Company Ltd. (Kenya Branch) Position: Project Manager	Kenya	<i>Projects:</i> <i>Manyiel–Mabior Padomolt Road (286 km)</i> <i>World Bank / WFP Access Roads (28 km and 36 km)</i> <i>Dyke Construction (15 km) under Save the Children</i> Frank managed planning, design review, and execution of major road and flood-mitigation works . He supervised contractors, performed condition assessments, prepared tender documentation and BOQs, and enforced QA/QC standards . His leadership ensured timely delivery, stakeholder engagement, and compliance with World Bank/WFP quality benchmarks.
12/2019 – 09/2022	ARC Construction Company Ltd. Position: civil engineer	South Sudan	<i>Projects:</i> <i>Juba–Bor Highway (200 km Dual Carriageway)</i> <i>Bank of Juba West Wing (Commercial Building)</i> <i>UN Facilities and Infrastructure Support</i> Responsible for design review, supervision of roadworks, and structural civil works . Activities included material testing, site surveys, BOQ preparation, QA/QC enforcement, and contractor performance monitoring . He ensured adherence to donor standards and national construction codes.

10/2017 – 12/2019	China Communications Construction Company (CCCC) Project: Nairobi–Naivasha Standard Gauge Railway Position: Civil Engineer / QA/QC Supervisor	Kenya	Oversaw construction of precast yards, bridge pillars, embankments, subgrade works, and base camps . Conducted QA/QC inspections, site testing, and compliance reviews . Supported design validation and supervision to ensure railway infrastructure met international safety and quality standards.
Apr 2007- June 2009	China Communications Construction Company (CCCC)	Uganda	Supervised construction of new cargo and passenger terminals, aprons, a 4 km aviation fuel pipeline, and water supply systems . Prepared BOQs, managed design integration, and
	Project: Entebbe International Airport Upgrade (World Bank / Uganda Government) Position: Civil Engineer Reference Contact Information: Matovu John Tel: 0773507085 Email: Ymatovu@gmail.com		oversaw construction supervision. Ensured compliance with ICAO and World Bank environmental and safety standards.

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

- English,
- Arabic

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
<i>PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation</i> 1.1 Task 1: Project initiation 1.2 Task 2: Conduct a comprehensive assessment of the current condition of the buildings & infrastructure 1.3 Task 3: Prepare detailed design blueprints for the improvement/rehabilitation of buildings & infrastructure 1.4 Task 4: Prepare BOQ and Specifications for the proposed buildings & infrastructure improvement/rehabilitation 1.5 Task 5: Prepare the Bidding Documents for proposed buildings & infrastructure improvements/rehabilitation <i>PART 2: Supervision During Construction</i> 1.1 Task 1: Construction work Supervision and contract management 1.2 Task 2: Preparation of Maintenance Plan	<i>PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation</i> Task 1: Project initiation <i>Entebbe International Airport (Uganda)</i> – Led initiation phase by coordinating feasibility studies, condition surveys, and regulatory consultations for new terminals and fuel pipeline works under World Bank supervision. <i>Juba–Bor Highway (South Sudan)</i> – Directed early planning, reviewed design documentation, and developed initial BOQs for civil works and bridges. Task 2: Conduct a comprehensive assessment of the current condition of the buildings & infrastructure <i>Dyke Construction, South Sudan (Save the Children)</i> – Conducted structural and geotechnical assessments of flood-prone embankments to guide rehabilitation design. <i>Bank of Juba West Wing</i> – Performed structural surveys of existing foundations before vertical expansion. Task 3: Prepare detailed design blueprints for the improvement/rehabilitation of buildings & infrastructure <i>Manyiel–Mabior Padomolt Road (South Sudan)</i> – Reviewed and validated design blueprints for subgrade, drainage, and road surfacing. <i>Berbera Edible Oil Terminal (Somaliland)</i> – Developed detailed drawings for utility blocks, tank bases, and traffic management systems. Task 4: Prepare BOQ and Specifications for the proposed buildings & infrastructure improvement/rehabilitation
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved) <i>PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation</i> 6. D-1 - Buildings' assessment report 7. D-2 – As-built drawings. 8. D-3 - Design/improvement drawings 9. D-4 - BOQs and Specification 10. D-5 - Bidding documents for improvements/rehabilitation works <i>PART 2: Supervision During Construction</i> 1. D-1 - Construction Supervision plan 2. D-2 - Weekly/Monthly progress report. 3. D-3 - Constructability Reports.	

4. D-4 - Monthly Progress Reports 6. D-6 - Site Safety 12.D-10 - Excerpts/Copies of Site Diary 13.D-11 - Copy of Contractor's Claim 21.D-14 - Final completion report; 22.D-15 - Final account; 23.D-16 - List of defective or outstanding work for the site at practical completion; 24.D-17 - List of defective or outstanding work for the site at the end of the defect's liability period and 25.D-18 - Signed-off certificates for the site upon final completion. 26.D-19 - Maintenance plan for the facilities 27.D-20 - Maintenance manuals	<i>Kampala–Masaka Road Project (Uganda) – Prepared BOQs and technical specifications for asphalt, drainage, and structural works.</i> <i>Entebbe Airport Cargo Terminal (Uganda) – Produced BOQs for reinforced concrete, water supply systems, and aviation facilities.</i> Task 5: Prepare the Bidding Documents for proposed buildings & infrastructure improvements/rehabilitation <i>World Bank/WFP Access Roads, South Sudan – Supported preparation of bidding documents and evaluation criteria for local contractors.</i> <i>Juba–Bor Highway – Drafted tender BOQs and technical specifications for subcontractors.</i> PART 2: Supervision During Construction Task 1: Construction work Supervision and Contract Management <i>Nairobi–Naivasha SGR (Kenya) – Supervised subgrade preparation, embankment works, precast yard operations, and bridge construction.</i> <i>U.S. Military Infrastructure (Somalia) – Oversaw contractor performance, ensured compliance with U.S. standards, managed QA/QC inspections and reporting.</i> Task 2: Preparation of Maintenance Plan <i>Entebbe Airport (Uganda) – Developed maintenance schedules for aviation fuel pipeline, terminals, and utility systems.</i> <i>Berbera Oil Terminal (Somaliland) – Prepared long-term maintenance plans for tank bases, drainage systems, and utilities to ensure sustainability.</i>
---	---

Expert's contact information :

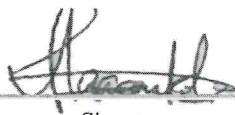
E-mail : Mawandafrank3@gmail.com

Phone : +252 63 88 23 085

Certification:

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

Frank Mawanda



09/15/2025

Name of Expert

Signature

Date

Peter Kareng'e Ng'ang'a



09/16/2025

Name of authorized

Signature

Date

6. CURRICULUM VITAE (CV)

Position Title and No.	Environmental Health and Safety
Name of Expert:	Tonny Otieno Agutu An Environmental, Health, and Safety (EHS) Specialist with extensive experience supporting environmental and social compliance on World Bank, USAID, and other donor-funded infrastructure projects across Kenya and Somalia. He has contributed to the preparation and implementation of ESIAs, ESMPs, C-ESMPs, environmental audits, and safeguards monitoring, ensuring adherence to the World Bank Environmental and Social Framework (ESF), national environmental regulations, and industry OHS standards.
Date of Birth:	25/11/1994
Country of Citizenship/Residence	Kenya

Education:

BSc. Environmental Science (2nd Class Upper Division)

Maseno University – Main Campus, 2017

Kenya Certificate of Secondary Education (KCSE)

Salem Mixed High School, 2012

Computer Skills

- Microsoft Office Suit (Word, Excel, power point etc...)

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment

11/2024 - Present	Blueflag Energy Limited in JV with Najax Trading company Project: World Bank SESRP – Solar & BESS installation in Health & Education Facilities Position: Environment and Social Safeguards Reference Contact Information: Muhammed Suleiman Phone: +254713086320 Email: business.dev@blueflagenergy.com	Somalia	Deployment of solar power systems and BESS units in public health centers and schools to improve energy reliability under the World Bank SESRP program. Scope includes construction activities, equipment installation, and site-level environmental and safety compliance. He conducts EHS inductions , toolbox talks, and site-specific risk assessments. Prepares and implements C-ESMP , including Waste Management Plans, Traffic Plans, and OHS Plans. He has been able to maintain ESHS documentation including incident registers, near-miss logs, and compliance reports. Mr. Agutu monitors contractor adherence
			to World Bank EHS Guidelines , national environmental laws, and safety standards. Supervises site activities to ensure environmental protection, occupational safety, and community safeguards are maintained.
01/2025	Asal Builders Ltd – Somalia (USAID Funded) Project: USAID Infrastructure & Road Works Position Held: Social & ESHS Expert Reference Contact Information: Eng. Abdullahi Mohammed Phone: +254741134055 Email: abdullahi@asalbuilders.com	Somalia	Labor-intensive road rehabilitation and community infrastructure upgrades aimed at improving mobility and economic access in local communities. Key Activities: • Provided remote oversight on ESHS compliance, ensuring alignment with USAID environmental and social safeguard policies. • Supported contractor reporting on labor safety, social risk mitigation, and environmental monitoring. • Reviewed ESHS documentation including site reports, safety plans, and community engagement outputs.

07/2024 – 12/2024	Centre for Environment Justice and Development (CEJAD), Kenya Position: Field Assistant Reference Contact Information Ms. Martha Maina Administrator Phone: +254713612669 Email: marthamaina@cejadkenya.org	Kenya	The project entailed zero-waste and environmental compliance program supporting community-level waste reduction, pollution control, and environmental advocacy. He supported implementation of zerowaste strategies in communities. Collected environmental field data and monitored compliance with project guidelines. Participated in public engagement and environmental awareness activities.
01/2024 – 12/2024	Chaju Builders Ltd Project: World Bank Kenya Informal Settlements Improvement Project Phase 2 (KISIP2) Position: Environmental Safeguards Specialist Reference Contact Information: Caleb Obonyo Email: caleb.obonyo@gmail.com	Kenya	The project included upgrading informal settlements through infrastructure improvements (drainage, water systems, sanitation, pathways), including land tenure regularization and community engagement. As the Environmental Safeguards Specialist, he conducted E&S inductions , toolbox talks, and workers' safety briefings. He also supported GRM formation and community stakeholder engagement and oversaw C-ESMP implementation , environmental monitoring, and OHS supervision. He maintained ESHS records, reports, and compliance checklists.
	Adequate Machinery Ltd	Kenya	Supervised ESHS compliance during
03/2022 – 05/2024	Project: Water & Sanitation Development Project (WSDP) Position: EHS Officer Reference Contact Information: Eng Jefferson Omolo Position: Site Agent Tel: 0711893363		stormwater and sewer system rehabilitation works. Implemented ESHS procedures, conducted incident investigations , and ensured PPE enforcement. Conducted community meetings , environmental monitoring, and GRM management. Prepared monthly ESHS reports, site inspection logs, and compliance submissions.
12/2021 – 02/2022	Wardy Communications Ltd Project: World Bank – Water & Sanitation Development Project (WSDP) Position: ESHS Lead	Kenya	Ensured compliance with environmental and safety requirements during the rehabilitation of a wastewater treatment plant and associated water infrastructure improvements. Conducted safety checks, environmental monitoring, and daily site inspections. Supported reporting, document control, and contractor performance oversight.

Membership in Professional Associations and Publications:

- Member of Environment Institute of Kenya (EIK) Membership number. EIK/2/3729 • National Environment Authority (NEMA) registered as an associate expert registration number 11359.

Language Skills

- English
- Swahili

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts: <i>PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation</i> 1.1 Task 1: Project initiation 1.2 Task 2: Conduct a comprehensive assessment of the current condition of the buildings & infrastructure 1.4 Task 4: Prepare BOQ and Specifications for the proposed buildings & infrastructure improvement/rehabilitation 1.5 Task 5: Prepare the Bidding Documents for proposed buildings & infrastructure improvements/ rehabilitation 1.6 Task 6: Assess the Environmental and social impact of proposed buildings & infrastructure improvements/ rehabilitation <i>PART 2: Supervision During Construction</i>	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks Task 1: Project Initiation <i>World Bank – SESRP Solar & BESS Installations, Somalia (Blueflag Energy/Najax Trading)</i> Initiated safeguards mobilization, prepared site-specific ESHS plans (C-ESMP), and coordinated initial stakeholder briefings to establish baseline environmental and safety requirements. <i>World Bank – KISIP2, Kenya (Chaju Builders)</i> Supported inception planning, prepared ESHS induction materials, and aligned contractor mobilization with ESMP and World Bank ESHS guidelines. Task 2: Comprehensive Assessment of the Current Condition of Buildings and Infrastructure <i>World Bank – WSDP Stormwater & Sewer Projects, Kenya (Adequate Machineries)</i> Conducted baseline environmental and social assessments of stormwater drains, sewer overflow systems, and surrounding communities to identify risks prior to construction. <i>World Bank – SESRP Solar/BESS in Health & Education Facilities, Somalia</i>
1.1 Task 1: Construction work Supervision and contract management 1.2 Task 2: Preparation of Maintenance Plan	Assessed site conditions, community sensitivities, construction impacts, and health/safety risks in schools and health facilities to inform safeguards planning. Task 4: Preparation of Bills of Quantities (BOQ) and Specifications <i>World Bank – KISIP2, Kenya</i>

{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)

PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation

1. D-1 - Buildings' assessment report
3. D-3 - Design/improvement drawings
5. D-5 - Bidding documents for improvements/rehabilitation works
7. D-7 - ESMPs for the construction works

PART 2: Supervision During Construction

3. D-1 - Construction Supervision plan
4. D-2 - Weekly/Monthly progress report.
7. D-4 - Monthly Progress Reports
8. D-5 - Environmental performance
9. D-6 - Site Safety
10. D-10 - Excerpts/Copies of Site Diary
- 20.D-14 - Final completion report;
- 21.D-15 - Final account;
- 22.D-16 - List of defective or outstanding work for the site at practical completion;
- 23.D-17 - List of defective or outstanding work for the site at the end of the defect's liability period and
- 24.D-18 - Signed-off certificates for the site upon final completion.
- 25.D-19 - Maintenance plan for the facilities
- 26.D-20 - Maintenance manuals

Integrated ESMP requirements into BOQs including safety, waste management, environmental mitigation, and community engagement costs to ensure contractors priced safeguards measures.

World Bank – WSDP (Kenya)

Contributed safeguard inputs for specifications for wastewater, stormwater, and sanitation works, ensuring inclusion of pollution control, OHS, and environmental protection requirements.

Task 5: Preparation of Bidding Documents

World Bank – KISIP2 & WSDP Projects, Kenya

Reviewed tender documents to ensure inclusion of ESHS clauses, contractor ESMP obligations, incident reporting requirements, and community health and safety standards.

USAID – ASAL Builders Road Works (Somalia)

Provided safeguard inputs for procurement packages, including contractor HSE compliance obligations and monitoring requirements.

Task 6: Environmental and Social Impact Assessment for

Infrastructure Improvements

World Bank – WSDP (Kenya)

Participated in environmental audits, safeguards assessments, and ESIA support for stormwater, sewer, and treatment plant rehabilitation projects.

World Bank – KISIP2 (Kenya)

Supported environmental & social assessments in informal settlements, integrating key issues—drainage, sanitation, waste management, community safety—into ESMPs.

PART 2: Supervision During Construction

Task 1: Construction Work Supervision and Contract Management

World Bank – SESRP, Somalia

Supervised site compliance during solar & BESS installation works, conducted EHS audits, toolbox talks, hazard inspections, and ensured contractor adherence to C-ESMP.

World Bank – WSDP Stormwater & Sewer Upgrades, Kenya

Coordinated ESHS supervision, performed daily site inspections, reviewed incident logs, and prepared environmental and safety reports.

World Bank – KISIP2 Informal Settlements Upgrading, Kenya

Monitored construction activities for ESHS compliance, verified implementation of ESMP and GRM, and oversaw contractor safety performance.

	Task 2: Preparation of Maintenance Plan <i>World Bank – WSDP (Kenya)</i> Developed post-construction environmental and safety recommendations forming part of long-term maintenance protocols for stormwater and sewer systems. <i>World Bank – SESRP Solar/BESS Facilities (Somalia)</i> Prepared site environmental performance notes and contributed to maintenance guidance to ensure safe operation of energy systems and auxiliary infrastructure.
--	---

Expert's contact information :

E-mail : tonnyagutu@gmail.com

Phone : +254 792907971

Certification:

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

Tonny Otieno Agutu



12/12/2025

Name of Expert

Signature

Date

Peter Kareng'e Ng'ang'a



12/12/2025

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

Signature

Date

7. CURRICULUM VITAE (CV)

Position Title and No.	Social and Gender specialist.
------------------------	-------------------------------

Name of Expert:	Christine Apiyo A Social Development and Gender Safeguards Specialist with extensive experience supporting environmental and social compliance on World Bank and other donor-funded infrastructure projects across Kenya and Somalia. She has delivered social assessments, ESMP implementation, GRM systems, stakeholder engagement, SEA/SH-sensitive community consultations, labour management compliance, and social risk monitoring, ensuring alignment with the World Bank Environmental and Social Framework (ESF), national safeguards regulations, and international good practice. Her work includes community outreach, contractor ESHS supervision, social impact mitigation, and monitoring of labour, gender, and community health and safety risks across construction and rehabilitation projects.
Date of Birth:	08/03/1988
Country of Citizenship/Residence	Kenyan

Education:

BA. Sociology with IT (Second Class Honours, Upper Division

Maseno University, 2012 – 2015

Other Trainings Completed

- April 2025: Project Management Course – Udemy
- 30th & 31st May 2024: World Bank Contractors' Occupational Health & Safety Training – Organized by World Bank Group, Radison Blu, Nairobi
- May 2024: Occupational Safety & Health Committee Training - Josper Limited, Uvuvi Site
- May 2024: First Aid Training - Josper Limited, Uvuvi Site
- May 2024: Fire Safety Awareness Training - Josper Limited, Uvuvi Site
- January 2024: Certificate in Health, Safety and Environment (HSE) – Udemy
- July 2023: Occupational First Aid Training – Kaileys Consortium
- June 2023: Occupational Safety & Health Training - Kaileys Consortium

Computer Skills

- Microsoft Office Suit (Word, Excel, power point etc...)

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
09/2025 - present	QC Renewable Energy East Africa Ltd Position: Assistant Environmental, Safety, Health & Security Officer	Somalia	Supports implementation of genderresponsive ESHS systems , ensuring women workers and community members are adequately represented and protected. Conducts risk assessments , worker welfare

	Reference Point of Information: Paul Nicholas Email: sirnicholaspaul@gmail.com		monitoring, and oversees social safeguards compliance with attention to gendered vulnerabilities, labor conditions, and SEA/SH prevention . Facilitates community engagement activities that integrate women's voices in project decisionmaking.
09/2023 -present.	Landmark Holdings Ltd Project: World Bank – KEMFSED Fisheries Headquarters (UVUVI House) Position: Assistant Safeguards Specialist Reference Contact Information Paul Nicholas E-mail: sirnicholaspaul@gmail.com	Kenya	The project involves the construction of a modern fisheries headquarters under the Kenya Marine and Fisheries Socio-Economic Development (KEMFSED) program, aimed at strengthening institutional capacity in the fisheries sector. Within this framework, she leads social and gender safeguards implementation, conducting gender-sensitive stakeholder engagement , ensuring the establishment and functioning of a grievance redress mechanism with SEA/SH reporting pathways, and delivering ongoing worker and community induction on gender equality, inclusion, and behavioral obligations. She monitors contractor compliance with labor management procedures, worker welfare, and community health and safety , producing genderfocused ESHS reports aligned with World Bank ESF standards.

03/2022 – 07/2023	Pinnie Agency Ltd Project: World Bank – Faecal Sludge Treatment Plant, WSDP Position: Assistant Health, Safety & Social Safeguard Specialist Reference Contact Information: Tony Agutu Tel: 0792 907 971 Email: tonnyagutu@gmail.com	Kenya	The project entailed the design, construction, and commissioning of a faecal sludge treatment plant to improve urban and peri-urban sanitation and wastewater management. She conducted social assessments emphasizing vulnerable groups, facilitated gender-aware public consultations , assisted in the social components of RAPs and ESMPs, and ensured SEA/SH-sensitive grievance management. She supported community health and safety measures tailored to women's safety , sanitation access, and social risks during construction works, while monitoring contractor compliance with safeguards and reporting on social and genderfocused outcomes.
08/2020 – 02/2021	Baypal Consultancy Firm Ltd Position: Consultant Reference Contact Information: Caleb Obonyo Tel: 0727 576 451 E-mail: caleb.obonyo@gmail.com	Kenya	This project focused on conducting socio-economic baseline studies to inform ESIA for development initiatives. She collected genderdisaggregated data through community surveys, analyzed local social dynamics, and assessed women's participation and vulnerabilities . She supported preparation of ESIA social sections, identifying social and gender-based risks, and recommended mitigation measures to enhance community inclusion and gender responsiveness.
2016 - 2017	Baypal Consultancy Firm Ltd Position: Research Assistant Reference Contact Information: Paul Nicholas E-mail: sirnicholaspaul@gmail.com	Kenya	This project involved field-level socio-economic and gender-sensitive research to support ESIA reporting and safeguards planning. She participated in household surveys, community assessments, and stakeholder consultations, gathering data on socio-economic conditions , women's access to services, and participation in decision-making processes. Her work directly informed ESIA social sections and guided safeguards planning to address community vulnerabilities and gender-related risks.

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

- English
- Swahili

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
<i>PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation</i> 1.1 Task 1: Project initiation 1.2 Task 2: Conduct a comprehensive assessment of the current condition of the buildings & infrastructure 1.4 Task 4: Prepare BOQ and Specifications for the proposed buildings & infrastructure improvement/rehabilitation 1.5 Task 5: Prepare the Bidding Documents for proposed buildings & infrastructure improvements/ rehabilitation 1.6 Task 6: Assess the Environmental and social impact of proposed buildings & infrastructure improvements/ rehabilitation <i>PART 2: Supervision During Construction</i> 1.1 Task 1: Construction work Supervision and contract management 1.2 Task 2: Preparation of Maintenance Plan {List all deliverables/tasks as in TECH- 5 in which the Expert will be involved) <i>PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation</i> 4. D-1 - Buildings' assessment report 5. D-3 - Design/improvement drawings 5. D-5 - Bidding documents for improvements/rehabilitation works 7. D-7 - ESMPs for the construction works <i>PART 2: Supervision During Construction</i> 1. D-1 - Construction Supervision plan 2. D-2 - Weekly/Monthly progress report. 7. D-5 - Environmental performance 8. D-6 - Site Safety 10. D-10 - Excerpts/Copies of Site Diary 18. D-14 - Final completion report; 19. D-15 - Final account; 20. D-16 - List of defective or outstanding work for the site at practical completion; 21. D-17 - List of defective or outstanding work for the site at the end of the defect's liability period and	<i>PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation</i> Task 1: Project initiation <i>World Bank – KEMFSED Fisheries Headquarters (Landmark Holdings):</i> Mobilized social safeguards activities, prepared induction materials, set up the GRM, and coordinated initial stakeholder consultations to establish baseline social compliance requirements. <i>WSDP – Faecal Sludge Treatment Plant, Watamu (Pinnie Agency):</i> Conducted early community outreach and social risk screening to inform safeguards planning and contractor mobilization. Task 2: Conduct a comprehensive assessment of the current condition of the buildings & infrastructure <i>World Bank – WSDP (Pinnie Agency):</i> Conducted socio-economic assessments, stakeholder mapping, and identification of vulnerable groups around wastewater and sanitation infrastructure sites. <i>World Bank – KEMFSED (Landmark Holdings):</i> Assessed social conditions around the construction site and conducted worker/community interface assessments to identify risks for SEA/SH, labour influx, and community health and safety. Task 4: Prepare BOQs and Specifications for the proposed improvements/rehabilitation <i>World Bank – KEMFSED Fisheries HQ:</i> Integrated social mitigation requirements gender-sensitive facilities, worker welfare provisions, community safety controls into safeguards sections of technical specifications and contractor obligations. <i>World Bank – WSDP (Pinnie Agency):</i> Supported inclusion of social safeguards, CHS, worker code of conduct, SEA/SH mitigation measures, and GRM requirements into BOQs and technical documentation. Task 5: Prepare Bidding Documents

21. D-19 - Maintenance plan for the facilities D-20 - Maintenance manuals	<i>World Bank – KEMFSED</i>: Reviewed bidding documents to ensure inclusion of social mitigation requirements, labor standards, community engagement obligations, and safety provisions. <i>WSDP – Wastewater and Sanitation Works</i>: Added social safeguards clauses to contractor procurement packages including grievance processes, stakeholder engagement duties, and SEA/SH requirements. Task 6: Assess the Environmental and Social Impact of proposed improvements/rehabilitation <i>World Bank – WSDP (Pinnie Agency)</i>: Conducted social impact assessments, identified community risks, conducted public consultations, and contributed to ESMP development for sanitation and sludge treatment projects. <i>Baypal Consultancy – ESIA Assignments</i>: Participated in environmental and social baseline studies, community surveys, and impact evaluations for infrastructure, WASH, and agricultural projects. <i>PART 2: Supervision During Construction</i> Task 1: Construction work supervision and contract management <i>World Bank – KEMFSED (Landmark Holdings)</i>: Oversaw daily safeguards compliance including GRM operation, community and worker inductions, ESMP implementation, SEA/SH risk mitigation, and reporting in ESHS meetings. <i>World Bank – WSDP (Pinnie Agency)</i>: Conducted site inspections to ensure compliance with social safeguards, monitored contractor worker welfare, labor conditions, and CHS measures. <i>Somalia – QC Renewable Energy (Renewable Energy Project)</i>: Supervised worker safety, community engagement, and ESHS implementation on energy facility construction sites. Task 2: Preparation of Maintenance Plan <i>World Bank – WSDP (Pinnie Agency)</i>: Provided social inputs to sustainable operations, including community-complaint monitoring mechanisms and CHS guidelines post-construction. <i>World Bank – KEMFSED (Landmark)</i>: Prepared social performance guidance for operational phases, including stakeholder
---	--

communication and continued GRM management.

Expert's contact information :

E-mail : apiyoxtime@gmail.com

Phone : +254 725 716 702 or +254 785 558 700

Certification:

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

Christine Awuor Apiyo



12/12/2025

Name of Expert

Signature

Date

Peter Kareng'e Ng'ang'a



12/12/2025

Name of authorized

Representative of the Consultant

(the same who signs the Proposal)

Signature

Date

8. CURRICULUM VITAE (CV)

Position Title and No.	Electrical Engineer
Name of Expert:	Andrew Karuga Maina Mr. Karuga excels not only in technical expertise but also in ensuring the highest level of quality assurance throughout all projects. As a certified professional with 24+ years of experience as an electrical engineer, he has developed comprehensive quality assurance processes that guarantee adherence to industry best practices and regulatory requirements.
Date of Birth:	21/08/1972
Country of Citizenship/Residence:	Kenya / Nairobi

Education:

- **Jomo Kenyatta University of Agriculture and Technology: Home -JKUAT** Masters Business Administration (MBA) - 2018
- **Jomo Kenyatta University of Agriculture and Technology: Home -JKUAT** BSC. in Electrical & Electronics Engineering - 1999



- **The Association of Energy Engineers (AEE) - 2012**
- **MiCAS - 2005**
Project Management
- **Bureau Veritas - 2004** Internal Quality Manager
- **World Bank -2003**
Corporate Social Responsibility
- **Tererosa - 2003**
AutoCAD
- **Fire Advisory Services - 2003**
Fire Safety and Fire Fighting Course

Certified Energy Manager

Computer Skills

- AutoCAD
- AutoCAD Electrical
- Microsoft Office
- Revit MEP (Electrical)
- ETAP (Electrical Transient Analyzer Program)

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
2025 - present	BizSolutions 360 Inc. (Prime Contractor) Project: World Bank – Rehabilitation of National Teacher Training Institutes (NTTIs) Position: Electrical Engineer Reference Point of Information:	South Sudan	The project involves the rehabilitation and modernization of teacher training facilities to improve educational infrastructure. Activities include facility condition assessments, design integration, and supervision of

	Peter Karengel Assoc. AIA, LEED AP President B360 Email: petern@b360inc.com Tel: +1 (202) 588-0560		construction/rehabilitation works across multiple campuses. The scope covers classrooms, administrative blocks, dormitories, and utilities. He is responsible for the assessment, design, and integration of electrical systems, including power distribution, lighting, and backup systems. He ensures compliance with World Bank guidelines and national electrical codes, prepares BOQs and technical specifications, and supervises installation to guarantee safe, efficient, and sustainable infrastructure upgrades.
--	---	--	---

2024- Present	Elemtech Engineering LDA Project: Sustainable Energy and Broadband Access in Rural Mozambique (Proenergia+), Package A – Lot 1 Position: Project Manager Reference's Contact Information: Ramji Patel Email: director@elemtechinfo.co.ke Tel: +254 (0) 727 346 549	Mozambique, Maputo	This project covers the design and construction of medium voltage networks and electrification of 20,000 homes in Maputo City . Eng. Karuga prepared the Project Implementation Schedule , developed material and procurement schedules , monitored budgetary compliance , and ensured quality assurance across all project phases. His role focused on design review, supervision of installations, and risk management to meet donor and government electrification standards.
2023 - 2024	TradeMark Africa (TMA)/ East Africa Market Development Associates (EMDA) Project: Technical Assistance to support establishment of an export supply hub for avocados, mangoes and vegetables. Position: Infrastructure & Engineering Specialist. Reference's Contact Information: Fred Ogana, CEO +254 722 715 772	Kenya	Provided technical assistance for the establishment of an export supply hub , focusing on design integration, infrastructure planning, and utility systems . Eng. Karuga developed preliminary designs , conducted supply chain and infrastructure assessments , and defined a roadmap for operational procedures, compliance, and quality standards . His engineering inputs ensured the hub were functional, resilient, and aligned with international standards.
2023 - 2024	South Sudan 3MW Diesel Power Plant and proposed repairs Yambio, West Equatorial State Position: electrical engineer Reference's Contact Information: Eng. Simon Charleman +211 956 628 433	South Sudan	Experience in electrical engineering was highly valuable in ensuring the quality and safety of the project. His responsibilities included: • Leveraging his comprehensive knowledge, he led the production of essential and comprehensive design documents that served as the guiding blueprint for each project's realization. By providing necessary and sufficient design documents, he

			empowered teams to navigate complex challenges with clarity and precision, fostering a seamless translation of design intent into tangible, efficient electrical systems. • He is well-versed in the South Sudan relevant electrical codes, standards, and regulations therefore his knowledge was essential for ensuring that the power plant and repair projects comply with safety and quality regulations. • During the quality assurance phase, his expertise was used to review the electrical design plans. He assessed the plans to ensure that they were accurate, efficient, and safe. This included reviewing schematics, circuit layouts, and equipment specifications to identify any potential design flaws or inefficiencies that could impact project quality. • In the quality control phase, his knowledge of electrical components was instrumental in verifying the quality of materials and equipment being used in the project. He inspected and tested components to ensure they are of the highest quality and appropriate for their intended use in the power plant or repair project
2010 – Present	Histoto Limited Position: Managing Director Sample of Projects completed: Erection of 2 x 23MVA, 132/11kV, MV Panels, Control and Protection Panels - Villa Franca Substation Nairobi Kenya Position: Project Manager	Nairobi Kenya	His management experience with design and QA associated with electrical upgrade enabled him to contribute significantly to ensuring the successful execution of the project by applying effective design and quality assurance practices to the electrical upgrade. The Electrical repairs to panels involved diagnosing and rectifying problems within these panels, such as tripped breakers, faulty connections, or outdated components. He was responsible for the following: • His role in MV panels encompassed designing, overseeing installation, and ensuring the maintenance of medium voltage distribution panels. He meticulously analyzed

			power requirements selected appropriate components, & crafted layouts that optimized power distribution efficiency. For control and protection panels, he was responsible for devising intricate control systems and safeguard mechanisms. His ingenuity led to the creation of panels that coordinated complex processes, enabling seamless control over various equipment and systems. By integrating sophisticated protection mechanisms, he fortified installations against faults and anomalies, assuring uninterrupted operations while prioritizing safety. Risk Assessment: Drawing from QA skills, he conducted thorough risk assessments related to the electrical upgrade. This included identifying potential design flaws, equipment reliability concerns, and safety risks
Apr 2007- June 2009	Cogeneration Power Plant, Kenya; Position: Project Manager Contact Information: Mumias Sugar Company Mumias Kenya	Mumias Kenya	He was involved from procurement through construction, commissioning and handover. This Power Plant is now working successfully and delivering value for money for the investor. This project total cost was USD 55 Million with 30% Equity and 70% funding from Agence Française de Développement (AFD) through Proparco. This project involved Design, Procurement, Construction and Commissioning of a 34MW Cogeneration Power Plant. The plant gives 26MW to grid in addition to giving 120 tons of exhaust steam for boiling sugar. He also successfully made an application for the Generation License for Mumias Sugar Plant. He was involved in the following project stages: Design phase: He collaborated closely with engineering teams to outline the project's technical specifications, conceptualizing the layout and configuration of the plant. Drawing from his electrical engineering background, he provided valuable insights into power

			distribution, equipment selection, and integration of cogeneration system that not only met performance targets but also adhered to safety standards and regulatory requirements. Procurement Phase: He guided the sourcing and acquisition of crucial components for the power plant. Leveraging his industry network, he identified reliable suppliers, negotiated contracts, and ensured timely delivery of equipment, such as turbines, generators, boilers, and control systems
--	--	--	---

Membership in Professional Associations and Publications.

- Certified Energy Auditor, AEE
- Registered Graduate Engineer, EBK (Engineers Board, Kenya)
- Member Project Management Institute (PMI)
- Certified Energy Auditor (CEM)
- T3 – Solar PV Technician
- Member IEK (Institute of Engineers of Kenya)

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

- English,
- Swahili,
- Kikuyu

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:

PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation

- 1.6 Task 1: Project initiation
- 1.7 Task 2: Conduct a comprehensive assessment of the current condition of the buildings & infrastructure
- 1.8 Task 3: Prepare detailed design blueprints for the improvement/rehabilitation of buildings & infrastructure
- 1.9 Task 4: Prepare BOQ and Specifications for the proposed buildings & infrastructure improvement/rehabilitation
- 1.10 Task 5: Prepare the Bidding Documents for proposed buildings & infrastructure improvements/rehabilitation

PART 2: Supervision During Construction

- 1.3 Task 1: Construction work Supervision and contract management
- 1.4 Task 2: Preparation of Maintenance Plan

Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks

PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation

Task 1: Project initiation

World Bank NTTIs Project (South Sudan) – Led initial **facility condition assessments** for teacher training campuses, developed design briefs, and initiated stakeholder consultations for integration of electrical upgrades.

Mumias Cogeneration Power Plant (Kenya) – Directed **project initiation phase**, including feasibility studies, design scoping, and alignment with regulatory licensing requirements.

Task 2: Conduct a comprehensive assessment of the current condition of the buildings & infrastructure

World Bank NTTIs Project – Conducted **electrical system audits** of classrooms, dormitories, and administrative blocks to assess deficiencies in existing wiring, power distribution, and backup systems.

{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved) *PART 1:*

Pre-Construction – Current

Condition Assessment & Design for Improvement/ Rehabilitation

11. D-1 - Buildings' assessment report
12. D-2 – As-built drawings.
13. D-3 - Design/improvement drawings
14. D-4 - BOQs and Specification
15. D-5 - Bidding documents for improvements/rehabilitation works

PART 2: Supervision During Construction

1. D-1 - Construction Supervision plan 2.
- D-2 - Weekly/Monthly progress report.
5. D-3 - Constructability Reports.
6. D-4 - Monthly Progress Reports
6. D-6 - Site Safety
- 12.D-10 - Excerpts/Copies of Site Diary
- 13.D-11 - Copy of Contractor's Claim
- 21.D-14 - Final completion report;
- 22.D-15 - Final account;
- 23.D-16 - List of defective or outstanding work for the site at practical completion;
- 24.D-17 - List of defective or outstanding work for the site at the end of the defect's liability period and
- 25.D-18 - Signed-off certificates for the site upon final completion.
- 26.D-19 - Maintenance plan for the facilities
- 27.D-20 - Maintenance manuals

Villa Franca Substation Upgrade (Kenya) –

Performed **condition surveys and assessments** of MV panels and control systems before designing replacement and protection upgrades. Task 3:

Prepare detailed design blueprints for the improvement/rehabilitation of buildings & infrastructure

South Sudan 3MW Diesel Power Plant –

Produced **electrical design documentation, schematics, and layouts**, ensuring alignment with codes and operational standards.

Histoto Ltd – Villa Franca Substation – Designed **MV panels and control systems**, integrating safety mechanisms into detailed engineering drawings.

Task 4: Prepare BOQ and Specifications for the proposed buildings & infrastructure improvement/rehabilitation

World Bank NTTIs Project – Prepared **BOQs, material specifications, and cost estimates** for power distribution, lighting, and backup systems.

Mozambique Electrification Project (Proenergia+) – Developed **material schedules and BOQs** for medium voltage and household electrification works.

Task 5: Prepare the Bidding Documents for proposed buildings & infrastructure improvements/rehabilitation

TradeMark Africa Export Supply Hub Project – Supported **tender preparation and documentation**, integrating electrical infrastructure specifications.

World Bank WSDP-linked works (under Histoto/Elemtech assignments) – Contributed to **procurement packages and contractor bid evaluation** based on technical compliance.

PART 2: Supervision During Construction

Task 1: Construction work Supervision and Contract Management

World Bank NTTIs Project – Supervises **installation of electrical systems**, ensures compliance with **World Bank ESF**, safety codes, and QA/QC requirements.

South Sudan 3MW Diesel Power Plant – Oversaw **contractor supervision, QA inspections, and testing of electrical components**, guaranteeing quality and compliance.

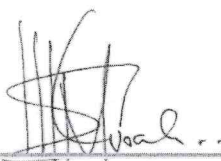
	<i>Mumias Cogeneration Power Plant</i> – Managed construction, commissioning, and handover, ensuring alignment with design and contractual obligations. Task 2: Preparation of Maintenance Plan <i>World Bank NTTIs Project</i> – Develops electrical maintenance protocols, ensuring sustainability and safe operation post-rehabilitation. <i>Villa Franca Substation (Histoto Ltd)</i> – Prepared maintenance strategies for MV panels and control/protection systems. <i>Mozambique Electrification Project (Proenergia+)</i> – Introduced long-term O&M plans for rural electrification and household connections.
--	--

Expert's contact information : E-mail - andrew@histoto.com,
Phone : +254 722 962 480

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to

Andrew Karuga Maina



09/14/2025

Name of Expert

Signature

Date

Peter Kareng'e Ng'ang'a



09/16/2025

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

Signature

Date

undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

9. CURRICULUM VITAE (CV)

Position Title and No.	Mechanical Engineer
Name of Expert:	Eliud Wanyonyi Experienced Mechanical Engineer with extensive expertise in the design, documentation, procurement, and supervision of mechanical systems for institutional, healthcare, residential, and commercial projects. Skilled in HVAC, plumbing, drainage, and fire protection systems, he ensures compliance with national building codes and international standards while delivering sustainable, efficient, and cost-effective infrastructure solutions.
Date of Birth:	12/04/1997
Country of Citizenship/Residence:	Kenya

Education:

Bachelor of Science Mechanical Engineering

University of Nairobi, 1997- 2002

Diploma in Project Management

Kenya Institute of Management, 2007 -2008

Computer Skills

- AutoCAD
- Microsoft Office

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
2025 - present	Kinetic Pride Systems Position: Mechanical Engineer Reference Point of Information: Email: info@kineticpride.com	Kenya	<i>Project: Kakamega County Referral Hospital & Kenya Medical Training College Laboratory & Tuition Block</i> Led the mechanical design, BOQs, specifications, and supervision for hospital and education facilities. Systems included HVAC, plumbing, drainage, fire safety, and medical gas piping. Conducted condition assessments, prepared tender documents, and supervised contractor performance. Ensured compliance with health and safety standards and successful commissioning of systems.

	Kinetic Pride Systems Position: Mechanical Engineer Reference Point of Information: Email: info@kineticpride.com	Kenya	<i>Project: Embu University Hostels & Offices; Pwani University Senate Building and Auditorium</i> Designed and supervised mechanical systems for academic buildings, including dormitories,
			lecture halls, and offices. Responsibilities included preparation of BOQs, technical specifications, and tender evaluation. Supervised construction and testing of plumbing, fire protection, and HVAC systems, ensuring compliance with Kenyan building codes and international standards.
	Kinetic Pride Systems Position: Mechanical Engineer Reference Point of Information: Email: info@kineticpride.com	Kenya	<i>Project: Kilifi Stadium & Safaricom Cooperative Housing (300 units)</i> Directed design, documentation, and supervision of large-scale mechanical systems for a public stadium and residential housing. Prepared detailed drawings, BOQs, and specifications; ensured costeffective designs; supervised installation and commissioning of plumbing, water supply, and fire protection systems.
2005 - 2010	Ministry of Public Works <i>Project:</i> Kenya School of Government – Conference Centre, Administration Block, Hostel Block, Tuition Block <i>Position:</i> Mechanical Engineer		Responsible for the design, documentation, procurement, and supervision of mechanical works across multiple institutional facilities at KSG. Scope included plumbing, drainage, fire protection, and HVAC systems. Prepared BOQs, specifications, and tender documents; carried out condition assessments and site supervision to ensure construction quality and compliance with government standards. Oversaw contractor performance, testing, and commissioning, ensuring functional and sustainable infrastructure to support training and administrative operations.

Membership in Professional Associations and Publications.

Engineering Board of Kenya (EBK) – PE, 2010: EBK No. E 490

Institution of Engineers of Kenya (IEK)

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

- English,
- Swahili

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
<i>PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation</i> 1.1 Task 1: Project initiation 1.2 Task 2: Conduct a comprehensive assessment of the current condition of the buildings & infrastructure 1.3 Task 3: Prepare detailed design blueprints for the improvement/rehabilitation of buildings & infrastructure 1.4 Task 4: Prepare BOQ and Specifications for the proposed buildings & infrastructure improvement/rehabilitation 1.5 Task 5: Prepare the Bidding Documents for proposed buildings & infrastructure improvements/rehabilitation <i>PART 2: Supervision During Construction</i> 1.5 Task 1: Construction work Supervision and contract management 1.6 Task 2: Preparation of Maintenance Plan	<i>PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation</i> Task 1: Project initiation <i>Kakamega County Referral Hospital & KMTC Laboratory</i> – Initiated the project by conducting condition assessments, reviewing existing layouts, and preparing design briefs for mechanical systems. <i>Kenya School of Government – Conference Centre, Kabete</i> – Initiated mechanical systems rehabilitation by conducting site visits, reviewing existing conditions, and developing project briefs in consultation with stakeholders. <i>Kenya School of Government – Hostel Block, Kabete</i> – Led feasibility reviews of existing plumbing and ventilation systems to define project scope and align with client priorities. Task 2: Conduct a comprehensive assessment of the current condition of the buildings & infrastructure <i>Embu University Hostels & Offices</i> – Conducted detailed assessments of existing water supply and drainage systems to determine rehabilitation needs. <i>Kenya School of Government – Administration Block, Kabete</i> – Performed detailed condition assessments of HVAC, plumbing, and fire protection systems to determine rehabilitation needs. <i>Kenya School of Government – Tuition Block, Kabete</i> – Reviewed structural layouts and utilities to identify

{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)

PART 1: Pre-Construction – Current Condition Assessment & Design for Improvement/ Rehabilitation

15. D-1 - Buildings' assessment report
16. D-2 – As-built drawings.
17. D-3 - Design/improvement drawings
18. D-4 - BOQs and Specification
19. D-5 - Bidding documents for improvements/rehabilitation works

PART 2: Supervision During Construction

20. D-1 - Construction Supervision plan
- 21.D-2 - Weekly/Monthly progress report.
- 22.D-3 - Constructability Reports.
- 23.D-4 - Monthly Progress Reports
- 24.D-6 - Site Safety
- 25.D-10 - Excerpts/Copies of Site Diary
- 26.D-11 - Copy of Contractor's Claim
- 27.D-14 - Final completion report;
- 28.D-15 - Final account;
- 29.D-16 - List of defective or outstanding work for the site at practical completion;
- 30.D-17 - List of defective or outstanding work for the site at the end of the defect's liability period and
- 31.D-18 - Signed-off certificates for the site upon final completion.
- 32.D-19 - Maintenance plan for the facilities
- 33.D-20 - Maintenance manuals

gaps in mechanical services and propose remedial intervention

Task 3: Prepare detailed design blueprints for the improvement/rehabilitation of buildings & infrastructure

Pwani University Senate Building & Auditorium – Produced comprehensive design drawings for HVAC, plumbing, and fire protection systems, aligned with Kenyan building codes.

Kilifi Stadium – Developed detailed layouts and construction drawings for large-scale plumbing and fire safety networks to support public assembly facilities.

Kenya School of Government – Conference Centre, Kabete – Produced mechanical design drawings and documentation for plumbing, HVAC, and drainage systems upgrades.

Kenya School of Government – Administration Block, Kabete – Developed technical blueprints for fire protection and water supply systems in line with national standards.

Task 4: Prepare BOQ and Specifications for the proposed buildings & infrastructure improvement/rehabilitation

Safaricom Cooperative Housing (300 units) – Prepared BOQs and specifications for plumbing, drainage, and fire safety systems for residential units.

Embu University Hostels & Offices – Compiled detailed BOQs and technical specifications to support competitive tendering and cost-effective procurement.

Task 5: Prepare the Bidding Documents for proposed buildings & infrastructure improvements/rehabilitation
Kakamega County Referral Hospital – Developed bidding documents for mechanical works, including evaluation criteria and compliance checklists. *KSG Conference Centre* – Contributed to preparation of tender documentation for plumbing and HVAC works, ensuring alignment with national procurement standards.

Task 6: Assess the Environmental and Social Impact of proposed buildings & infrastructure improvements/rehabilitation

Kilifi Stadium – Collaborated with environmental specialists to review drainage and water systems, ensuring sustainable and safe operation for large crowds.

KSG Facilities – Integrated energy-efficient HVAC and water systems into designs, reducing environmental impact and ensuring compliance with EHS standards.

PART 2: Supervision During Construction

Task 1: Construction work Supervision and Contract

	Management <i>Pwani University Senate Building</i> – Supervised contractor installation of plumbing and fire protection systems, conducted site inspections, and monitored compliance. <i>Safaricom Cooperative Housing</i> – Oversaw contract execution for water and drainage systems, verified installation quality, and ensured adherence to project schedules. Task 2: Preparation of Maintenance Plan <i>Kakamega County Referral Hospital</i> – Developed maintenance manuals for hospital mechanical systems, including HVAC, plumbing, and medical gas piping. <i>KSG Hostels</i> – Prepared preventive maintenance plans for plumbing and fire protection systems, ensuring long-term sustainability and reduced lifecycle costs.
--	---

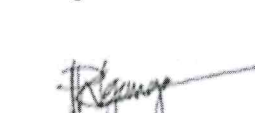
Expert's contact information :

E-mail - info@kineticpride.com

Phone : 0724507969

Certification:

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

Eliud Wanyonyi		09/15/2025
Name of Expert	Signature	Date
Peter Kareng'e Ng'ang'a		09/16/2025
Name of authorized Representative of the Consultant (the same who signs the Proposal)	Signature	Date

APPENDIX E - CODE OF CONDUCT FOR EXPERTS

10. CODE OF CONDUCT FOR EXPERTS

We are the Consultant, *BizSolutions 360 Inc., in Association with TIAM Company Limited*. We have signed a contract with *Ministry Of General Education & Instruction for Consulting Services for the provision of Technical Assistance for the Assessment, Design and Supervision for refurbishment of Schools*. Our contract requires us to implement measures to address social risks related to the Services, if any, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with social risks, if any, related to the Services. This Code of Conduct identifies the behavior that we require from all Experts.

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

REQUIRED CONDUCT

Experts shall:

11. carry out his/her duties competently and diligently;
12. comply with this Code of Conduct and all applicable laws, regulations and other requirements;
13. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
14. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, or Client's Personnel;
15. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
16. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
17. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
18. complete training/sensitization that may be provided related to the social aspects of the Contract, including on Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
19. report violations of this Code of Conduct; and
20. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client.

RAISING CONCERNS

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



Call

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact *Elizabeth Kamau* requesting an explanation.

Name of Expert: **Alexander Njoroge**

Signature: 

Date: (day month year): 12/15/2025

Countersignature of authorized representative of the Consultant:

Signature: *Thonikamau*

Date: (day month year): 12/16/2025



We are the Consultant, *BizSolutions 360 Inc., in Association with TIAM Company Limited*. We have signed a contract with *Ministry Of General Education & Instruction for Consulting Services for the provision of Technical Assistance for the Assessment, Design and Supervision for refurbishment of Schools*. Our contract requires us to implement measures to address social risks related to the Services, if any, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with social risks, if any, related to the Services. This Code of Conduct identifies the behavior that we require from all Experts.

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

REQUIRED CONDUCT

Experts shall:

11. carry out his/her duties competently and diligently;
12. comply with this Code of Conduct and all applicable laws, regulations and other requirements;
13. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
14. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, or Client's Personnel;
15. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
16. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
17. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
18. complete training/sensitization that may be provided related to the social aspects of the Contract, including on Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
19. report violations of this Code of Conduct; and
20. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client.

RAISING CONCERNS

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

Contact

+1 (202)

Call

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact *Elizabeth Kamau* requesting an explanation.

Name of Expert: **Charles Muthuri**

Signature: 

Date: (day month year): 12/17/2025

Countersignature of authorized representative of the Consultant:

Signature: 

Date: (day month year): 12/17/2025

12. CODE OF CONDUCT FOR EXPERTS

We are the Consultant, *BizSolutions 360 Inc., in Association with TIAM Company Limited*. We have signed a contract with *Ministry Of General Education & Instruction for Consulting Services for the provision of Technical Assistance for the Assessment, Design and Supervision for refurbishment of Schools*. Our contract requires us to implement measures to address social risks related to the Services, if any, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with social risks, if any, related to the Services. This Code of Conduct identifies the behavior that we require from all Experts.

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

REQUIRED CONDUCT

Experts shall:

11. carry out his/her duties competently and diligently;
12. comply with this Code of Conduct and all applicable laws, regulations and other requirements;
13. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
14. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, or Client's Personnel;

15. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
16. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
17. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
18. complete training/sensitization that may be provided related to the social aspects of the Contract, including on Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
19. report violations of this Code of Conduct; and
20. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client.

RAISING CONCERNS

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

Contact

+1 (202)

Call

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact *Elizabeth Kamau* requesting an explanation.

Name of Expert: **Steven Mwanguhya**

Signature:



Date: (day month year): **12/15/2025**

Countersignature of authorized representative of the Consultant:

Signature:



Date: (day month year): **12/16/2025**



country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will



investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact *Elizabeth Kamau* requesting an explanation.

Name of Expert: **Gerald King'ori**

Signature:

Date: (day month year): 12/15/2025

Countersignature of authorized representative of the Consultant:

Signature: *Thonikamau*

Date: (day month year): 12/16/2025

14. CODE OF CONDUCT FOR EXPERTS

We are the Consultant, *BizSolutions 360 Inc., in Association with TLAM Company Limited*. We have signed a contract with *Ministry Of General Education & Instruction for Consulting Services for the provision of Technical Assistance for the Assessment, Design and Supervision for refurbishment of Schools*. Our contract requires us to implement measures to address social risks related to the Services, if any, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with social risks, if any, related to the Services. This Code of Conduct identifies the behavior that we require from all Experts.

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

REQUIRED CONDUCT

Experts shall:

11. carry out his/her duties competently and diligently;
12. comply with this Code of Conduct and all applicable laws, regulations and other requirements;
13. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
14. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, or Client's Personnel;

15. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
16. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
17. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
18. complete training/sensitization that may be provided related to the social aspects of the Contract, including on Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
19. report violations of this Code of Conduct; and
20. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client.

RAISING CONCERNS

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

Contact *Elizabeth Kamau* in writing at this address
(202)-588-560 or in person at +1 (202)-805-6414

Call +1 (703)-624-3490

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact *Elizabeth Kamau* requesting an explanation.

Name of Expert: Tonny Otieno Agutu



Signature:

Date: (day month year): 12/15/2025

Countersignature of authorized representative of the Consultant:

Signature: *Thonikamau*

Date: (day month year): 12/16/2025

15. CODE OF CONDUCT FOR EXPERTS

We are the Consultant, *BizSolutions 360 Inc., in Association with TIAM Company Limited*. We have signed a contract with *Ministry Of General Education & Instruction for Consulting Services for the provision of Technical Assistance for the Assessment, Design and Supervision for refurbishment of Schools*. Our contract requires us to implement measures to address social risks related to the Services, if any, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with social risks, if any, related to the Services. This Code of Conduct identifies the behavior that we require from all Experts.

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

REQUIRED CONDUCT

Experts shall:

11. carry out his/her duties competently and diligently;
12. comply with this Code of Conduct and all applicable laws, regulations and other requirements;
13. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
14. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, or Client's Personnel;
15. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
16. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
17. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
18. complete training/sensitization that may be provided related to the social aspects of the Contract, including on Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
19. report violations of this Code of Conduct; and
20. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client.

RAISING CONCERNS

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

3. Contact *Elizabeth Kamau* in writing at this address ekamau@b360inc.com or by telephone at +1 (202)-588-560 or in person at +1 (202)-805-6414; or
4. Call +1 (703)-624-3490 to reach the Consultant's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will

investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact *Elizabeth Kamau* requesting an explanation.

Name of Expert: **Christine Awuor Apiyo**

Signature: 

Date: (day month year): 12/15/2025

Countersignature of authorized representative of the Consultant:

Signature: 

Date: (day month year): 12/16/2025

16. CODE OF CONDUCT FOR EXPERTS

We are the Consultant, *BizSolutions 360 Inc., in Association with TIAM Company Limited*. We have signed a contract with *Ministry Of General Education & Instruction for Consulting Services for the provision of Technical Assistance for the Assessment, Design and Supervision for refurbishment of Schools*. Our contract requires us to implement measures to address social risks related to the Services, if any, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with social risks, if any, related to the Services. This Code of Conduct identifies the behavior that we require from all Experts.

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

REQUIRED CONDUCT

Experts shall:

21. carry out his/her duties competently and diligently;
22. comply with this Code of Conduct and all applicable laws, regulations and other requirements;
23. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;

24. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, or Client's Personnel;
25. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
26. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
27. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
28. complete training/sensitization that may be provided related to the social aspects of the Contract, including on Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
29. report violations of this Code of Conduct; and
30. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either 3.

4.

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact *Elizabeth Kamau* requesting an explanation.

Name of Expert: **Frank Mawanda**



Signature:

Date: (day month year): 12/15/2025

Countersignature of authorized representative of the Consultant:

Signature: *Thonikamau*

Date: (day month year): 12/16/2025

17. CODE OF CONDUCT FOR EXPERTS

We are the Consultant, *BizSolutions 360 Inc., in Association with TIAM Company Limited*. We have signed a contract with *Ministry Of General Education & Instruction for Consulting Services for the provision of Technical Assistance for the Assessment, Design and Supervision for refurbishment of Schools*. Our contract requires us to implement measures to address social risks related to the Services, if any, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with social risks, if any, related to the Services. This Code of Conduct identifies the behavior that we require from all Experts.

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

REQUIRED CONDUCT

Experts shall:

31. carry out his/her duties competently and diligently;
32. comply with this Code of Conduct and all applicable laws, regulations and other requirements;
33. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
34. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, or Client's Personnel;
35. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
36. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
37. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
38. complete training/sensitization that may be provided related to the social aspects of the Contract, including on Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
39. report violations of this Code of Conduct; and
40. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either 5.

6.

country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will

investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact *Elizabeth Kamau* requesting an explanation.

Name of Expert: **Andrew Karuga**

Signature:



Date: (day month year): **12/15/2025**

Countersignature of authorized representative of the Consultant:

Signature:



Date: (day month year): **12/16/2025**

18. CODE OF CONDUCT FOR EXPERTS

We are the Consultant, *BizSolutions 360 Inc., in Association with TIAM Company Limited*. We have signed a contract with *Ministry Of General Education & Instruction for Consulting Services for the provision of Technical Assistance for the Assessment, Design and Supervision for refurbishment of Schools*. Our contract requires us to implement measures to address social risks related to the Services, if any, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with social risks, if any, related to the Services. This Code of Conduct identifies the behavior that we require from all Experts.

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

REQUIRED CONDUCT

Experts shall:

41. carry out his/her duties competently and diligently;
42. comply with this Code of Conduct and all applicable laws, regulations and other requirements;
43. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
44. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, or Client's Personnel;

45. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
46. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
47. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
48. complete training/sensitization that may be provided related to the social aspects of the Contract, including on Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
49. report violations of this Code of Conduct; and
50. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either 7.

8.

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact *Elizabeth Kamau* requesting an explanation.

Name of Expert: **Eliud Wanyonyi**

Signature: 

Date: (day month year): **12/15/2025**

Countersignature of authorized representative of the Consultant:

Signature: *Thonikamau*

Date: (day month year): **12/16/2025**

**APPENDIX F - SEXUAL EXPLOITATION AND ABUSE (SEA)
AND/OR SEXUAL HARASSMENT (SH) PERFORMANCE
DECLARATION FOR SUB-CONSULTANTS
FORM TECH-8**

**19. SEXUAL EXPLOITATION AND ABUSE (SEA) AND/OR SEXUAL
HARASSMENT (SH) PERFORMANCE DECLARATION**

Consultant's Name: *BizSolutions 360 Inc.*

Date: *September 16, 2025*

Joint Venture Member's or Subconsultant's Name: *TIAM Company Limited*

RFP No. and title: *SS-MOGEI-477747-CS-QCBS; Technical Assistance for the Assessment;
Design and Supervision of Refurbishment of Schools For Lot 3 (Greater Bahr El Ghazal). Page
164 of 171 pages*

SEA and/or SH Declaration

We:

- ☒ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
- ☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
- ☐ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.

[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]