

THE REPUBLIC OF SOUTH SUDAN

Ministry of Higher Education, Science & Technology

Office of the Undersecretary



Building Skills for Human Capital Development in South Sudan Project

Consultancy Services Contract

for

A detailed Technical Assessment, Redesign and Construction Supervision for (i) the Renovation of the MoHEST Headquarters Office Building on Yei Road and (ii) Ten (10) Digital Skills Training Centers (DSTCS) – Phase 2



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CONTRACT FOR CONSULTANT'S SERVICES

Time-Based

Project Name: Building Skills for Human Capital Development in South Sudan Project

Grant No. E180

Contract No. SS-MOHEST-367196-CS-QCBS-1

Assignment Title: Consultancy Services for a detailed Technical Assessment, Redesign and Construction Supervision for (i) the Renovation of the MoHEST Headquarters Office Building on Yei Road and (ii) Ten (10) Digital Skills Training Centers (DSTCS).

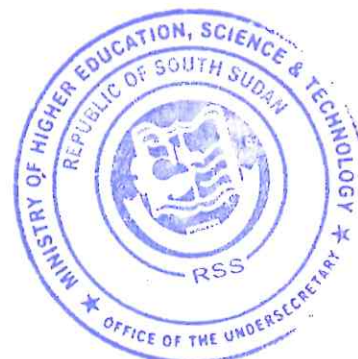
between

MINISTRY OF HIGHER EDUCATION, SCIENCE AND TECHNOLOGY (MOHEST)

and

JOADAH CONSULT LTD

Dated: 12/Dec/2024



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I. Form of Contract TIME-BASED

This CONTRACT (hereinafter called the "Contract") is made the day of the month of, 2024, between, on the one hand, **Ministry of Higher Education, Science and Technology (MOHEST) of the Government of Republic of South Sudan**, and having its principal place of business at *P. O. Box 502, Juba, South Sudan* (hereinafter called the "Client") and, on the other hand, **Joadah Consult Ltd, a Company incorporated and existing under the laws of Uganda with Certificate of Incorporation number 90975 and having its principal office Joadah Tadpole Arena, Plot 48, Church Road, Entebbe-Uganda** (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 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

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Appendix E: Code of Conduct (ES)

Appendix F: 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; and Appendix F. 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 Higher Education, Science and Technology (MOHEST)*

Signed: _____
in the capacity of Undersecretary
ADIL ANTHANAZIOU SURUR

Witness:
Signed: _____
Director General for Administration and Finance
Kezekia Deng Awoul Yai



For and on behalf of *Joadah Consult Ltd*

Consultant's authorized representative
DENISE ANGUNDARU ADRIKO
Authorized Power of Attorney



Witness:
Signed: _____
Joel Aita
Chief Administrative Officer



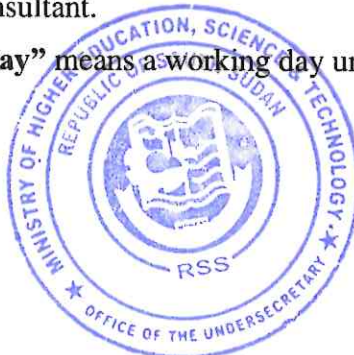
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II. General Conditions of Contract

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) **“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.



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- (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;



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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.



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- 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.



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- 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.



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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



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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



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

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



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**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.



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**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 interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

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

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 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.

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- 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.



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**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



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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.



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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.



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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,



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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.

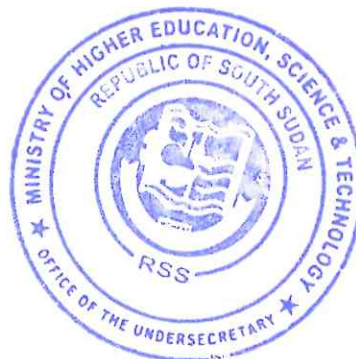
The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.

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.



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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.



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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



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– 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

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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



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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

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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



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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



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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**.



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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.

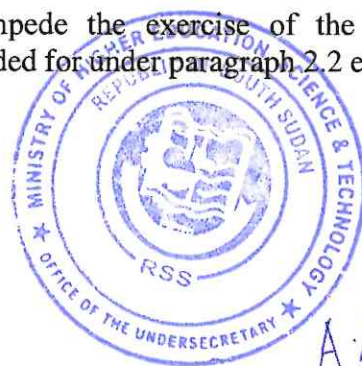
2. Requirements

- 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.



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- 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

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 Republic South Sudan
4.1	The language is: English
6.1 and 6.2	The addresses are: Client: <u>Ministry of Higher Education, Science and Technology (MoHEST)</u> Attention: <u>Project Director</u> E-mail: kthoat@gmail.com / mohestprocurement@gmail.com Consultant: <u>Joadah Consult Ltd</u> Attention: <u>Joel Aita</u> E-mail: jaita@joadahconsult.com / joadahconsult@gmail.com
8.1	N/A
9.1	The Authorized Representatives are: For the Client: <i>Adil Anthanaziou Surur – Undersecretary</i> For the Consultant: <i>Denise Angundaru Adriko – Procurement officer</i>
11.1	N/A The effectiveness conditions are the following: N/A
12.1	Termination of Contract for Failure to Become Effective: The time period shall be Two (2) Months
13.1	Commencement of Services: The number of days shall be five (5) days



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	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 <i>Twelve (12) Months from the commencement of works contracts- (Six (6) months construction period and six (6) defects liability period)</i>
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 the total ceiling amount of the Contract]
27.1	<i>None</i>
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 or currencies is: USD 550,382.40 <i>inclusive</i> of local indirect taxes. Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Client for the Consultant.



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	The amount of such taxes is USD 91,730.40
50.3	Price adjustment on the remuneration does not apply
51.1 and 51.2	The Client warrants that “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.



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52.1	The currency of payment shall be the following: <i>United States Dollar (USD)</i>
53.1(a)	<i>N/A</i>
53.1(b)	The Consultant shall submit to the Client the itemized statements at time interval of every month. Reimbursable payments in respect to these consulting services shall be paid by the client to the consultant upon the following considerations: i. Home office: the work time spent in the country of permanent residence of the expert and/ or in the country in which the head office is located; ii. Field work: work time spent in the country of the client and/ or in any country determined by the client; iii. All timesheets will be approved by MoHEST Project Manager and/or Project director and will be attached to the invoice; iv. The day of business trip is equal to a working day; v. One month equals twenty-two (22) working (paid) days; vi. One working day (paid shall be not be less than eight working (paid) hours; vii. International and local flights and travel costs to/from airport with Visa expenses shall be reimbursed as a lump sum per travel. Electronic copies of Flight Tickets and Boarding passes will be provided as proof/evidence; iii. Per diem for international key and non-key experts will be reimbursed as lump sum per calendar day in South Sudan. A hotel receipt and time Sheet will be provided as proof/evidence; ix. Per diem for national key and non-key experts will be reimbursed as lump sum per working day in South Sudan. A hotel receipt and time Sheet will be provided as proof/evidence; x. Accommodation for key experts long term in South Sudan will be reimbursed as lump sum per month starting commencement of service. Lease contract and lease payment receipt will be provided as proof/evidence; xi. Accommodation for non-key experts short term in South Sudan will be reimbursed as lump sum per calendar day. A hotel receipt and Time sheet will be provided as proof/evidence; xii. Local transportation cost shall be reimbursed as lump sum per car per month starting with commencement date of the contract; Contract, paid invoice, receipt and signed log book receipt will be provided as proof/evidence iii. Office rent, Office running cost and Office administrator shall be reimbursed as lump sum per month starting with commencement



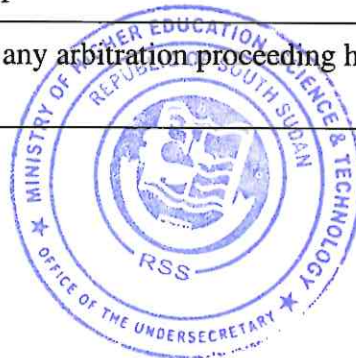
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	date of the contract; Contract, paid invoice and receipt will be provided as proof/evidence; iv. Reports shall be reimbursed as lump sum per report;
53.1(e)	The accounts are: For foreign currency: Account Name: JOADAH CONSULT LIMITED Bank: BANK OF AFRICA Account Number: 05067350035 Currency: USD
54.1	The interest rate is the South Sudan Central Bank prevailing rates.
57.	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>Nairobi Centre for International Arbitration (NCIA)</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>Nairobi Centre for International Arbitration (NCIA)</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



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	Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>Nairobi Centre for International Arbitration (NCIA)</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>Nairobi Centre for International Arbitration (NCIA)</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. For the purposes of this Clause, "home country" means any of: (a) the country of incorporation of the Consultant 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:



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	(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>Kenya</i>; (b) the <i>English</i> language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

REPUBLIC OF SOUTH SUDAN

MINISTRY OF HIGHER EDUCATION, SCIENCE AND TECHNOLOGY

**BUILDING SKILLS FOR HUMAN CAPITAL DEVELOPMENT IN SOUTH SUDAN
PROJECT**

TERMS OF REFERENCE

FOR

**CONSULTANCY SERVICES FOR A DETAILED TECHNICAL ASSESSMENT,
REDESIGN AND CONSTRUCTION SUPERVISION FOR THE RENOVATION OF
THE MOHEST HEADQUARTERS OFFICE BUILDING ON YEI ROAD AND TEN
DIGITAL SKILLS TRAINING CENTERS (DSTCS)**

Grant No: E180

Project ID: P178654

Procurement Reference No: SS-MOHEST -367196-CS-QCBS-1

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1. BACKGROUND

The Government of Republic of South Sudan (GoRSS), received a grant from World Bank to implement a five-year project entitled “Building Skills for Human Capital Development in South Sudan”. The project will be implemented by Ministry of Higher Education, Science and Technology (MoHEST), and Ministry of General Education and Instruction (MoGEI). The project will support the country in addressing skills constraints in education and agriculture sectors. The project focuses on 4 major components:

Component 1: Teaching Skills to Strengthen Education Delivery. This component will build the foundations for a scalable and effective teacher professional development system tailored to the context of South Sudan. The component will establish/strengthen mechanisms for preparing new teachers to meet future needs through formal pre-service teacher training and provide training to in-service teachers (particularly voluntary teachers) to improve their teaching practices

Component 2: Digital Skills for Agriculture. This component will support the development and implementation of an innovative digital agriculture skills program that will be offered across the country. In particular, the program will offer diploma and certificate programs in digital skills for climate resilient agriculture, which will focus on equipping students with digital skills and technical knowledge in climate resilient agriculture that have economic potential. The delivery model for the program will combine remote training provided by international experts with face-to-face support for students provided by local tutors. The program is expected to train approximately 3,500 trainees from across the country.

Component 3: Inclusion of Refugee and Host Communities. This component will support the re-operationalization of schools in refugee hosting areas in Ruweng Administrative Area, Upper Nile State and Western Equatoria. The component will provide a basic package of support to approximately 30 currently non-functional schools in the targeted areas to ensure their functionality. It will also provide qualified teachers recruited following a merit-based process prioritizing local teachers.

Component 4: System Building. Goal 4 aims at : (i) strengthening the capacity of the Government (both MoGEI and MoHEST) for better planning, implementation, management, and monitoring of the sector; (ii) strengthening the capacity of the federal and state ministries of education for regular and reliable monitoring of the sector and evaluation of key initiatives to generate data and evidence for future; and (iii) the establishment of a cross-ministerial (MoHEST and MoGEI) Project Implementation Unit (PIU) to coordinate and manage day-to-day project implementation.

The Project's Development Objective is to increase skills development opportunities in teaching and digital agriculture and strengthen capacity for management of the education system.

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MoHEST will implement components 2 Digital Skills for Agriculture and component 4: System Building. Part of the project activities includes rehabilitation and renovation of MoHEST headquarters and the 10 selected institutions in which the training program will be implemented.

2. OBJECTIVE(S) OF THE ASSIGNMENT

The objective of the assignment is to carry out an assessment of technical, economic, social and environmental feasibility and prepare all the requisite detailed designs and bidding documents followed by supervision of the renovation of the Ministry of Higher Education, Science and Technology (MoHEST) headquarters building and Ten (10) Digital Skills Training Centers (DSTCS) across South Sudan as well as supporting the MoHEST in assessing and managing environmental and social (E&S) risks and impacts in compliance with national requirements, WB safeguard policies and standards in carrying out stakeholder engagement activities as outlined in ESMF

3. SCOPE OF SERVICES AND SPECIFIC TASKS

The Government of the Republic of South Sudan (GoRSS), through the Ministry of Higher Education, Science and Technology (MoHEST) is looking for a consultant to conduct a comprehensive assessment of the condition of the buildings (structural integrity) and infrastructure and improvement needs with following specific tasks:

Phase 1: Technical needs assessment, environmental and social impact assessment and document preparation

This phase will entail conducting feasibility studies, detailed renovation designs (Architectural and Engineering), preparation of bidding documents and tender assistance. The Consultant shall perform all architectural & engineering, economic, environmental, and related documentation described herein, to such detail as to enable the determination of cost estimates.

A. Conduct a comprehensive assessment of the current condition of MoHEST building and the ten (10) Digital Skills Training Centers, DSTCs and prepare scheme and detailed design for renovation/constructions

Specifically, the tasks will involve but not be limited to conducting site visits for conditional survey and assessment (structural integrity) of the MOHEST Building and the Ten (10) Digital Skills Training Centers (DSTCS).

- 1) The consultant shall conduct adequate site visits to comprehensively evaluate the condition of the existing buildings that covers the following systems among other:
 - a) Substructure and structural elements
 - i. Foundations
 - ii. Walls

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- iii. Columns and beam elements
- b) The structural condition system covering:
 - i. All elements of the truss roof.
 - ii. Upper chamber ceiling.
- c) The architectural system covering:
 - i. Sanitary and plumbing works, including condition assessment of the bowls, wash hands basins, and urinal single bowls.
 - ii. Wastewater drainage pipes.
 - iii. False ceiling works
 - iv. Doors and windows
 - v. Landscape
 - vi. Plastering works.
 - vii. Tiling works.
- d) The electrical and IT systems covering:
 - i. All electrical work, including wiring to all electrical ends, such as switches, plugs, air conditioning, and main board. etc.).
 - ii. Internet Network
 - iii. IP Surveillance system.
- e) The mechanical system covering:
 - i. Elevator
 - ii. Air condition
 - iii. Generators
 - iv. Fire alarm system.
- f) Associated facilities

2) Outline, scheme and detailed Design

Following the collection all the necessary site and technical information the Consultant shall proceed with preparation of conceptual and design proposals for the project for client approvals.

The architectural and engineering drawings will be at a scale of 1:100 or other appropriate scale and which shall indicate the spatial arrangements and appearances of the buildings as proposed and the site layout as well. The site plan should show the proposed drainage, vehicular circulation and parking, pedestrian circulation, fencing, security lighting, landscaping and other services where applicable.

The Consultant will liaise with Local Authority departments and other Public Utilities Authorities to ensure compliance with planning and building regulations. On completion of the scheme design and during the period of Client approval, the consultant will submit application for approval of the scheme design. The final Local Authority approvals will be obtained during the final design and preparation of tender document stages, to ensure that the date for commencement of construction is not delayed

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Upon approval of the scheme design, the Consultant shall undertake final renovation design drawings

- i. The Consultant will produce full general arrangement drawings (architectural and engineering) at a scale of 1:50 of all buildings and infrastructure works, with sections and elevations, and will develop renovation/construction details where necessary to scales of 1:50, 1:20 and 1:5 sufficient for construction work to be undertaken.
- ii. The Consultant shall prepare full schedules of finishes, door and window schedules and details of fitments and furniture will be produced.
- iii. The consultant will also prepare artistic impressions (interior & exterior) and 3D walk through of the entire buildings.

B. Assess the Environmental and social impact of proposed infrastructure improvements and renovations of MoHEST building and the ten (10) DSTCs

Following the guidelines, requirements and procedures required as per the project Environment and Social Management Framework (ESMF), the consultant shall prepare all the safeguard documents for the MoHEST building and the DSTCs. This would include, but not limited to:

- i. Conduct E/S studies, analyses environmental and social conditions, identify anticipated risks and impacts, and develop management and mitigation measures/plan and prepare site specific ESMP/Project Brief.
- ii. Conduct environment and social economic baseline assessment studies and prepare an ESMP/project brief; monitor and manage environmental and social impacts in compliance with the applicable laws and World Bank Environmental and Social Safeguards Standards and work-related social health and safety regulations and prepare standalone site specific environmental and social management plans (ESMPs)
- iii. Support the PIU in the disclosure of environmental and social instruments and in consultation process following the local regulations and the Bank requirements and include in the final version of the ESMP how the issues raised during the consultation process were addressed and informed design and mitigation measures.
- iv. Based on the studies develop detailed stand-alone management Plans i.e. Waste Management Plan, Gender based violence and sexual exploitation and abuse (GBV/SEA/) Prevention Action Plan, workers ethical code of conduct, Labour Management Plan, Cultural Heritage Management Plan, Emergency Response Plan, Security Management Plan, Occupational Health and Safety Management Plan etc. as required for the bidding documents
- v. Ensure that stakeholder consultation is undertaken in line with the ESMF are undertaken as part of instrument preparation.
- vi. Ensure that a GRM is established using the project grievance redressal mechanism and guidelines for formation and training of GMCs at the project and communal level, to enable stakeholders log and track responses
- vii. The ESMPs shall be reviewed by MoHEST PIU and the World Bank before submission to the relevant statutory agency for approval as required

- viii. The Consultant shall ensure that the technical designs incorporate responsive design in terms of gender and inclusion considerations for example, universal access (ramps), separate toilets for males and females,
- ix. Provide coordination support to the PIU for approval of engineering drawings/document from relevant authorities
- x. The consultant shall review the relevant national legal, policy and institutional framework as well as World Bank Environmental and Social Management Framework and the World Bank Group Environmental Health and Safety Guidelines.
- xi. Project environment and social management framework, stakeholder engagement plan and commitment plan

C. Prepare BOQ and Specifications for the proposed building and infrastructure improvements and renovations of the MoHEST building and the DSTCs

The consultant shall prepare a detailed BOQ identifying appropriate specifications of the improvement/renovation/rehabilitation works of the building and infrastructures and reflect all the requirements mentioned in the technical report, the BOQ shall contain the following:

- i. Ensure that the recommendations and mitigation measures provided in ESMPs on safeguards are reflected in the design and costed.
- ii. Explanation of the items that need replacement and that need repair;
- iii. Detailed specifications for each item;
- iv. Accurate quantities for each item;
- v. Cost estimate, with a detailed supportive rate analysis for each item; the detailed estimate shall be compiled along with necessary reports, and drawings;
- vi. ESMP costing and requirement included
- vii. An estimated time frame for the execution of improvement/renovation works.
- viii. Prepare Engineers construction cost estimate;

D. Prepare the Bidding Documents for the Proposed Infrastructure Improvements and Renovations of MoHEST Building and the DSTCs. The consultant shall also advise on the packaging of the works whether to be done as one package or in different packages/lots.

- i. On approval of the detailed renovation assessment reports, designs, scope including specifications and BoQs, the Consultant shall prepare the bidding documents in accordance with the World Bank standard procurement documents and procurement regulations, ensuring appropriate performance indicators are included.
- ii. Prepare the various schedules in the bid documents, including technical specifications, construction schedules, applicable Environment Health and Safety (EHS) Guidelines), O&M schedules, as per the Project 's construction and operational requirements.

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- iii. Provide support to PIU during tendering processes, pre-bid meetings, minutes of pre-bid meetings and corrigendum/addendums, bid evaluations, negotiations (as applicable) and contract signing.

Phase 2: Renovation/Construction Stage and Post renovation/construction

A. Supervision and Quality Assurance (QA)/Quality Control (QC) support for renovation/construction stage and preparation of progress/completion reports.

- i. Ensure that the sub-projects renovation/construction activities are in line with the QA/QC guidelines agreed.
- ii. Review and recommend for approval contractor 's quality assurance procedures and documents.
- iii. Establish a system to expeditiously proof-check the structural construction designs and processes provided by the contractors. Prepare quality assurance and quality control plans—which should include inspection and test plan for construction materials—and ensure that the approved plans are being followed by the contractor
- iv. Exercise and perform the duties, liabilities, functions and obligations as laid down in the Contract Agreement entered between Republic of South Sudan (GoRSS), through the Ministry of Finance and Planning (MoFP), in collaboration with both Ministry of Higher Education, Science and Technology (MoHEST) and contractor(s) within the given time frame and budgeted provision, with reasonable skill, care and diligence and ensure that the works are executed strictly as per the terms and conditions of the Contract Agreement entered between MoHEST and contractor(s) within the given time frame and budgeted provisions.
- v. Carry out day-to-day supervision of construction works at site, quality control, and progress monitoring, and take measurements to certify quantities on the Contractor 's claim.
- vi. Assess adequacy of various infrastructures (e.g., water supply, labour camp, testing facilities, power, storage, etc.) set up at site by Contractor for proper mobilization of works. Review the contractor 's proposal and monitor actual arrangements for security, safety of site, gate control, medical care, emergency preparedness, emergency response, on-site safety training of employees, safety during demolitions, fire prevention, etc.
- vii. analyze project execution schedules submitted by the contractor for its feasibility and whether it is in line with the overall project schedule.
- viii. Review the progress and quality of the works and prepare a detailed assessment report for advising/recommending PIU and Client on any necessary variations to the contracts, including work programs, work procedures, inputs, safety, quality, variation orders, completion dates, and/or any other matters which may affect the timely and satisfactory completion of the work. Propose and present for approval any changes in the plans which may be deemed necessary and indicate any effect such changes may have on the contract.

- ix. Review the variation orders or claims from the contractors for time extension, extra compensation, or expenses or other similar matters prepared by PIU/client and advise on actions that may be required on such variations.
- x. Attend progress review meetings called by Client/PIU and submit updates if required on project progress and issues.
- xi. Preparation of project progress/completion reports for issuance of Completion/Operational Acceptance Certificate to the Contractor within specified time after completion of tests on commissioning/defect liability. Verify whether after receipt of Completion/Operational acceptance certificate, the Contractor has cleared and removed from site all his/her equipment (no longer required), surplus materials, wreckages, rubbish and temporary structures. Determine whether the site 's facilities are in clean and safe conditions.
- xii. Provide oversight on environmental and social management aspects of site projects and ensure ESMPs are implemented.
- xiii. Ensure timely disclosure of final ESMPs and management plans as required before implementation, as part of project preparation in project locations and in a form accessible to the public.
- xiv. Ensure that awareness raising sessions on workers Code of Conduct (CoC) are provided to workers (and are part of bidding documents) and that CoCs are required to be signed by all workers.
- xv. Monitor the effectiveness with which the ESMP and other management plans are implemented and recommend necessary corrective actions to be taken to the Client/PIU.
- xvi. Establish a system to monitor environmental and social safeguards of the site projects regularly via site visits and compliance support and assistance etc., including monitoring the indicators set out in the monitoring plan of the ESMPs
- xvii. Prepare monthly progress reports on ESMP implementation and environmental monitoring reports on sub-projects, and submit them to Client for approval.
- xviii. Ensure that consultations are being undertaken in line with management plans including meaningful consultation with vulnerable and marginalized groups and individuals throughout the project lifecycle
- xix. Ensure that the grievance mechanism is functioning effectively and is receiving grievances, including channels for SEA/SH-related grievances; make recommendations to address any grievances brought about through the Grievance Redress Mechanism in a timely manner as per the ESMPs, SEA/SH Plan
- xx. Report all project related incidents, undertake investigations and root cause analysis as well as awareness creation
- xxi. Support awareness creation on risks associated with GBV/SEA, HIVAIDS and OHS and mitigation strategies in place

B. Inspections, testing and site visits during construction/renovations

- i. Verify and certify the setting out/initiation of works of Contractor in relation to the benchmark, reference marks and lines to ensure correct position, level or alignment where necessary.

- ii. Recommend the approval of the measuring instruments, indicators, calibrations and other apparatus to be used for carrying out tests/inspections. Approve the test schedule, detailed test procedure and method statement. Attend tests or inspection either at any part of the project/ worksite or at place of installation and place of manufacture, as the case may be. Approve the type and number of performance and operational tests to demonstrate compliance of the installations with output requirements. Countersign contractor 's report of every test/inspection after witnessing them.
- iii. Conduct periodic and frequent inspections of all work sites to check the nature and quality of work conducted; verify the materials, equipment and labour engaged at the site; review the quality control tests and test results; ensure that the work is implemented in accordance with the approved standards; and ensure that the quality control procedures set forth under the contract are being followed. Any problems observed and recommended remedial actions are to be immediately notified to the PIU/client.
- iv. Witness all quality control sampling and testing done by the contractor. Compile and review all quality control data obtained from tests conducted by the contractor or by others and verify the accuracy of the test data by checking the procedures used in the field for sampling and testing the materials and works.
- v. Carry out independent sampling and testing wherever considered necessary, or as may otherwise be required to check and verify the accuracy of the test results conducted by the contractor. Assess the test results, recommend on acceptance of the materials supplied and, on the works, completed and ensure that proper records of the tests conducted are maintained.
- vi. Facilitate and conduct joint periodic inspections on an as-required basis with the PIU/client, including their representatives/consultants, to inspect and accept interim work completion stages of the sub-project work to allow the contractor to proceed with further works. In the event that the work fails to meet the required standards, any removal and replacement or other remedial measures which may be required should be clearly explained along with a time schedule for completing such work.
- vii. Facilitate and conduct joint final inspection(s) of the completed works along with the PIU/client, and contractor, preparing a statement of exceptions for any works which may remain to be completed.
- viii. Participate in monthly inspections and site coordination meetings of PIU/Client, and Contractor for all works to review the overall progress and quality of the works, review any issues, (the instructions which were issued to the contractor to address these problems and the contractor 's compliance with these instructions), and agree on any further actions which may be required to be taken to improve either the progress or quality of the works. Assist PIU in preparing and issuing the minutes of such meeting.
- ix. The consultant will employ a suitably qualified and experienced Inspector or Clerk of Works to carry out fulltime day to day supervision of the construction works. No Structural, civil, electrical or mechanical work will be covered up without the specific written approval of the relevant engineer, or when specific delegated powers have been given in writing by the consultants to the inspector or Clerk of Works

C. Supervision support for ESMP Implementation and of other management plans:

- i. Provide oversight on environmental and social management aspects of projects and ensure ESMPs are implemented.
- ii. Support the MoHEST to undertake resettlement activities as outlined in the RAP e.g., obtaining cadastral maps, confirming land ownership, land acquisition activities, provision of compensation and livelihoods support, consultations with project-affected people etc.
- iii. This includes ensuring that awareness raising sessions on workers Code of Conduct (CoC) are provided to workers (and are part of bidding documents) and that CoCs are required to be signed by all workers.
- iv. Establish a system to monitor environmental and social safeguards of the sub-project regularly via site visits etc., including monitoring the indicators set out in the monitoring plan of the ESMPs
- v. Monitor the effectiveness with which the ESMP and other management plans such as RAP are implemented and recommend necessary corrective actions to be taken to the Client/ PIU.
- vi. Prepare monthly progress reports on ESMP implementation and environmental monitoring reports on sub-projects, and submit them to Client for approval.
- vii. Ensure that consultations are being undertaken in line with management plans including meaningful consultation with women throughout the project lifecycle
- viii. Ensure that the grievance mechanism is functioning effectively and is receiving grievances, including channels for SEA/SH-related grievances; make recommendations to address any grievances brought about through the Grievance Redress Mechanism in a timely manner as per the ESIA's, ESMPs, RAP, SEA/SH.

D. Post-Construction Phase

i. As-Built Drawings

The Consultant shall prepare As-built drawings and give recommendations for maintenance of premises and infrastructure.

The drawings shall include:

- a) Architectural drawings, including plans and roof details;
- b) Structural details of floors and roof;
- c) details of doors and windows, including details of fixing and frames;
- d) Details of toilet pits, ventilation pipes, and other plumbing details (water supply and waste disposal;
- e) Electrical drawings, including the layout of fittings, fixtures, lamps, plugs, switches, and distribution boards;
- f) Prepare site layouts, including details of footpaths, land grading, land levels, etc.
- g) Details of water tanks/rainwater harvesting;
- h) M&E drawings, including air conditioning, fire alarms system, security system, etc.)

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ii. *Manuals/Permits*

The Consultant shall secure/compile maintenance and operational manuals, occupational permits, Environment and social permits as required under national legislation during construction, fire detection certificates, Inspector Certificates for the proper commissioning of the completed built/renovated premises/infrastructure where necessary.

iii. *Completion Certificates*

The completion certificates, defects correction certificates and final payment certificates will be issued in accordance with the works contract and to signify full completion of the works.

iv. *Rectification of Defects*

The Consultant will carry out a detailed inspection of possible defects before the end of a 6 -month defects liability period and arrange follow-up meetings to confirm that remedial work has been fully completed. Interim visits during the defect's liability period will be required where remedial measures are necessary to ensure the safety or continued normal use of the buildings.

The consultant shall support site restoration for disturbed sites as per the national environmental laws and guidelines

v. *Final Accounts*

The Consultant shall prepare two separate final accounts and reports for the Clients approval as follows:

- i. The final account for the renovation/construction contract prepared soon after issue of defects correction certificate and issued to all parties for agreement for each phase of the works.
- ii. The project final report, acceptance whereof will signify the end of the of the Consultants assignment.

E. Record keeping and reporting:

The Consultant shall

- i. Ensure that all the necessary records for the activities detailed in the above tasks are duly maintained in soft and hard copies, with proper backups.
- ii. Prepare detailed monthly progress and completion reports of the activities related to the above-mentioned tasks and share with PIU/Client for independent verification and approval.
- iii. Prepare sub-project contract completion report summarizing the construction/renovation activities and indicating, among other items, contract changes, claims or disputes, or any other substantive matters having an effect on the cost and progress of the works. The report, to be submitted to the PIU/Client must contain accurate and complete "As Built" drawings for the completed works.

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Note: The Consultant shall act as the “Engineer” defined in the contract (with FIDIC General Conditions) for construction supervision and contract administration ensuring full compliance with the design, drawing, quality assurance and control, and ESMP implementation specified in the specifications, contract documents and other project documents.

4. DURATION AND LOCATION OF THE ASSIGNMENT

The assignment is estimated to take place over a duration of **21.5 months** (*4.5 months for Phase 1: Needs assessment and document preparation, Phase 2: Tendering/procurement Period of 6 months, 5 months for Phase 3: Construction/Renovation Stage and 6 months for Post construction defect assessment*), with the preliminary timetable for delivery of the various elements in the scope of work as indicated table 2 below. The consultant is expected to factor in a review period by the client of at least 10 working days for phase 1. Note this is an estimate and additional time may be required.

The location of the assignment shall be MoHEST building (located in Juba) and ten digital skills training centers (located in ten states) as indicated below.

Table 1: Project Site locations

Name of Institution	Location
1. Upper Nile University	Upper Nile State, Malakal
2. University of Juba	Central Equatoria State, Juba
3. University of Bahr Al Ghazal	Western Bahr el Ghazal State, Wau
4. Dr. John Garang Memorial University for Science & Technology	Jonglei State, Bor
5. Rumbek University for Science and Technology	Lakes State, Rumbek
6. Bentiu Polytechnic for Petroleum and Gas	Unity State, Bentiu
7. Yambio Polytechnic for Agriculture	Western Equatoria State, Yambio
8. Torit Polytechnic for Engineering Sciences	Eastern Equatoria State, Torit
9. Awiel Polytechnic for Health Sciences	Northern Bahr el Ghazal State, Awiel
10. Kuajok Community College	Warrap State, Warrap

5. REPORTING REQUIREMENTS AND TIME SCHEDULE FOR DELIVERABLES

The Consultant shall report to the **Undersecretary for Ministry of Higher Education Science and Technology** and shall work closely with the Project Coordinator- BSHCDSS and the

Contract Management Team and shall agree on dates for regular meetings during contract implementation to be held at any convenient location and or online during the consultancy assignment.

The Consultant shall prepare the reports in English and in a format and manner acceptable to the Client and with copies to World Bank.

The reporting requirements and timelines for deliverables are as shown in Table 2 below:

Table 2: Reporting requirements

S/No.	Deliverables/Reports	Timelines after contract commencement	Format of submission
Phase 1: Needs assessment and document preparation			
a)	<i>Inception Report (IR).</i> The consultant will prepare an inception report including the following: i. The proposed methodology, including data collection methods and survey tools E/S assessment studies, analysis techniques, and buildings and infrastructure assessment criteria; ii. A comprehensive project implementation schedule, mapping out activities, deliverables, and key milestone dates. This will form the basis for monitoring progress; iii. 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; iv. Identify potential implementation risks and mitigation measures v. Environmental and social screening report and recommendations - vi.	4 weeks	Two (2) Hard copy plus soft copy (both in PDF & Word version)
b)	<i>1. Detailed Technical report.</i> This report shall demonstrate clearly and showing the condition of each building component in detail	12 weeks	Two (2) Hard copy plus soft copy (both in PDF & Word version)

	(structural, architectural, electrical, or mechanical components) and provide recommendations and technical proposal, describing the appropriate method to restore/rehabilitate/replace the damaged components, based on components' condition. The technical proposal for rehabilitation works of the buildings shall consider important issues related to environmental and social-safeguard, people with disabilities, accessibility for girls (such as gender-separated washrooms), and all other related requirements in alignment with the World Bank safe-guard policy. 2. Environmental and social Assessment reports		
3.	<i>Scheme & Detailed Design plus BOQ and Specifications for the proposed building and infrastructure improvements and renovations of the MoHEST building the DSTCs.</i> The consultant shall prepare detailed blueprints for the proposed improvement and design that includes the following (as per engineering standards and practice): - Architectural drawings: Detailed floor plans, cross sections, door and windows, entrances, footpath, landscape, etc. - Electrical drawings: layout of fittings, fixtures, lamps, plugs, switches, distribution boards, etc. - Mechanical: elevators, generators, air conditioning, fire alarms system, security system, etc. - Plumbing: toilet, ventilation pipes, water supply details, wastewater details	16 weeks	Two (2) Hard copy plus soft copy (both in PDF & Word version)

4.	A complete set of Bidding documents	18 weeks	Two (2) Hard copy plus soft copy (both in PDF & Word version)
c) Phase 2: Tendering Period			
5.	Tender Action, Documentation & Commissioning Stage	Contract Works 20 weeks to 40	Two (2) Hard copy plus soft copy (both in PDF & Word version)
Phase 2: Construction/Renovation Stage and Post renovation/construction			
6.	Construction Supervision reports a) Site hand over report at works commencement b) Works Commencement Report, 1 month after start of work c) Monthly Reports (MR) The draft MR shall be submitted within a week from the end of each month. The MR shall inter alia include work progress on all components, tasks undertaken, results achieved, meetings held and persons met, staff deployment, difficulties encountered, and forecast of assistance required from the client for each activity/task of the assignment. The monthly reports shall also incorporate monthly progress and construction supervision reports for individual projects as well as the deployment tables for the input-based payments, as certified by the client which were supported during the month as per the deployment plan d) Monthly progress reports on ESMP implementation and environmental monitoring reports on sub-projects highlights gaps/challenges and the remedies e) Practical Completion Report (to be submitted within 4 weeks of project completion) f) As-Built Drawings	40 to 64 weeks	Two (2) Hard copy plus soft copy (both in PDF & Word version)

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	g) Maintenance Notes/ Manuals		
h)	Post construction defect assessment Final Completion report	86 weeks	Virtual or in-person meetings

6. PAYMENT SCHEDULE

The proposed payment schedules based on satisfactory performance of the contract which will be negotiated with the successful consultant will be as below.

S/No.	Deliverables/Reports	Timelines after contract commencement	Percentage of contract amount
1.	Inception Report (IR)	4 weeks	10%
2.	Submission and approval of detailed technical report and Environmental and social Assessment reports and standalone management plans	12 weeks	20%
3.	Submission and approval of scheme & detailed designs plus BOQ and Specifications for the proposed building and infrastructure improvements and renovations of the MoHEST building the DSTCs	16 weeks	15%
4.	Submission and approval of a complete set of Bidding documents	18 weeks	5 %
5.	Tender Action, Contract Documentation & Works Commissioning Stage	40 weeks	5%
6.	Submissions of acceptable monthly reports, practical completion reports, As- Built Drawings and Maintenance notes/manuals	40 to 60 weeks	40% of the contract amount shall be paid on agreed Monthly installment based on the duration of the contractor' contracts
7.	Post construction defect assessment and E/S site restorations - Final completion report	84 weeks	5% paid after the submission of final completion report

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7. MINIMUM CONSULTANT'S QUALIFICATIONS AND EXPERIENCE REQUIREMENTS

The Consultant's minimum qualification and experience requirements are:

- a) **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 fifteen (15) years;
- b) **Relevant experience:** Demonstration by consulting firm of having been involved in successful execution, completion of at least three (3) project of similar nature both in scope and complexity in similar operating environment in the last ten (10) years. Details of the assignment-Name and address of the client, scope, value, and period shall be provided;
- c) **Technical and managerial capability of the consulting firm:** The firm shall demonstrate as having the requisite technical capacity including relevant equipment, tools, software etc. and managerial capacity to undertake the assignment in the submitted company profile(s).

8. TEAM COMPOSITION AND MINIMUM QUALIFICATION AND EXPERIENCE REQUIREMENTS FOR THE KEY EXPERTS

The Consultant shall be well qualified and experienced key experts as required and appropriate for execution of the assignment. The key experts shall personally carry out the services as described in this TOR. The key experts to be provided by the Consultant for this assignment are as follows: -

Expertise	Responsibility	Qualification and Experience
Team Leader / Lead Consultant	Will be the Team Leader and shall undertake the overall coordination of the project. It will be his/her responsibility to compile and present the various report(s) required under the contract	i. Minimum qualification required is Master's Degree in Architecture or Quantity Surveying or Civil Engineering from a reputable university/institution ii. At least twenty (20) years general working experience in the profession. iii. At least fifteen (15) years specific experience as a team leader and in project management iv. Must be registered with a professional body or authority

Expertise	Responsibility	Qualification and Experience
		v. Experience in implementation of Institutional infrastructure projects is highly recommended.
Architect	Will prepare detailed design incorporating the design work done by the other consultants and prepare all necessary production drawings with all details and specifications necessary for regulatory approval, preparation of Bills of Quantities and for Construction	i. Minimum qualification required is a Degree in Architecture from a reputable university/institution ii. At least fifteen (15) years general experience as an Architect iii. At least Ten (10) years of post-registration working relevant experience in similar assignment iv. Must be registered by the relevant professional bodies.
Quantity Surveyor	Will prepare a detailed estimate based upon priced bills in line with the budget allocation. The QS will also compile the Tender documents in readiness for tender action in line with the Public Procurement and the Bank procurement rules.	i. Minimum qualification Degree in Quantity Surveying from a reputable university/institution ii. At least fifteen (15) years of general working experience as a Quantity Surveyor iii. At least Ten (10) years of post-registration relevant working experience and iv. Must be registered by the relevant professional registering bodies.
Electrical Engineer	Will prepare the electrical engineering services requirements, drawings and specifications necessary for the preparation of tender bills and for renovation/construction.	i. Minimum Degree in Electrical Engineering from a reputable university/institution ii. At least fifteen (15) years of general experience iii. At least Ten (10) years of post-registration relevant working experience and iv. Must be registered by the relevant professional registering bodies.
Mechanical Engineer	Will prepare the mechanical engineering services drawings and specifications necessary for the preparation of tender bills and for construction.	i. Minimum Degree in Mechanical Engineering from a reputable university/institution ii. At least Ten (10) years of post-registration relevant working experience iii. Must be registered by the relevant professional registering bodies.
Civil/Structural Engineer	Will prepare the structural / civil engineering drawings and specifications necessary for the preparation of tender bills and for construction.	i. Minimum Degree in Civil Engineering from a reputable university/institution ii. At least Ten (10) years of post-registration relevant working experience and iii. Must be registered by the relevant professional registering bodies.

Expertise	Responsibility	Qualification and Experience
Environment Specialist	Will prepare the necessary environmental impact assessment report and follow up on approval by South Sudan Environmental Authority; this will be used during the implementation of the project.	i. A minimum of master's degree in environmental management/ Geography/Geology/Civil Engineering from a reputable university/institution ii. At least ten (10) years relevant experience preparing ESMFs, ESIA's and E&S audits for projects financed by World Bank and/ or Equator Banks iii. Registered EIA Expert with SSEA, or registered with any Environmental Institute.
Health and Safety Expert	Lead quality assurance and other related tasks with regard to Health and safety aspects	i. A minimum of a degree in health and safety or environmental Science/Engineering with a focus on occupational health and safety ii. At least five (5) years' work experience involving occupational health and safety in developing countries
Sociologist	Coordinate social assessments, stakeholder engagements and develop strategies for social risk management during	(i) A minimum Master's degree in social sciences or any other social development related qualification (ii) A minimum of 5 years of experience in Environmental and Social Impact Assessment (ESIA) for development project. (iii) Well conversant with national Social/Gender legislative Framework, regulations and EIA guidelines. (iv) Experienced with IFC performance standards.

All experts shall be fluent in English.

9. ESTIMATED TIME-INPUTS FOR KEY EXPERTS

The number of key experts and the estimated time input for each key expert for the assignment are presented in Table 5.

Table 5: Key Expert Estimated Time Input

Phases	Estimated Person Months
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Phase 1: Technical needs assessment, environmental and social impact assessment and document preparation	25.64
Phase 2: Construction/Renovation Stage and Post renovation/construction	36.5
Total	62.14

Note: The consultant is expected to mobilize site engineers as non-key experts during the construction supervision of the renovation works to support in the supervision and monitoring of the works progress. The Site Engineer shall have a minimum of Higher Diploma in Civil Engineering with a minimum of 10 years' experience as site Engineer.

10. OBLIGATIONS OF THE CLIENT (DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT)

The client/borrower will provide the consultant with the available necessary project information and documentation for the purpose of this assignment.

11. OBLIGATIONS OF THE CONSULTANT

The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.

The Consultant shall always act, in respect of any matter relating to the Services, as a faithful adviser to the Client, and shall support and safeguard the Client's legitimate interests in any dealings with third parties.

12. PROPRIETY RIGHTS OF CLIENT IN REPORTS AND RECORDS

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.

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APPENDIX B - KEY EXPERTS

													GENERAL TOTAL		
N°	Name	Position		D-1: Inspection Report	D-2: Detailed Technical and Environmental and Social Assessments Report	D-3: Scheme & Detailed Design and Final EIA Report	D-4: A complete set of Bidding Documents	D-5: Tender Action and contracting process assistance Report	D-6: Construction Supervision Reports	D-7: Defects Liability/Warranty Period and Final Project Completion Reports	Home	Field	Total		
KEY EXPERTS															
K-1	Eng. Dans Nshakanabo Ntutinda, PhD	Project Manager	Home						0.5		0.5			2	
			Field						1.5			1.5			
K-2	Arc George F. Seguya Lubega	Architect	Home						0.5	0.2	0.7			2.1	
			Field						1	0.4			1.4		
K-3	Muhumuza Kakitah, PhD	Quantity Surveyor	Home						0.5	0.4	0.9			1.9	
			Field						1			1			
K-4	Eng. Charles Ogwang	Electrical Engineer	Home							0.4	0.4			1.4	
			Field						1			1			
K-5	Eng. Drakuma Richard	Mechanical Engineer	Home							0.4	0.4			0.4	
			Field										0		
K-6	Eng Ssebutembe Shakibu	Civil/Structural Engineer	Home						0.5	0.2	0.7			2.95	
			Field						1.25	0.4			1.65		
K-7	Dr. Hilary Bakamwesiga	Environmentalst	Home								0			1	
			Field						1			1			
K-8	Mugisha Vincent	Health and Safety Expert	Home								0			1	
			Field						1			1			
K-9	Dr. Florence Nangendo	Sociologist	Home								0			1	
			Field						1			1			
				0	0	0	0	0	10.75	2.4					
TOTAL TIME INPUT FOR KEY EXPERTS											3.6	9.55	13.15		
NON-KEY EXPERTS															
N-1	Aliru Omega Rose	GBV Expert	Home								0			5	
			Field						5			5			
N-2	Baguma Brian	Land Surveyor	Home								0			0.7132	
			Field						0.7132			0.7132			
N-3	Amwilyuke Peter	Clerk of Works 1	Home								0			6	
			Field						6			6			
N-4	Selle George	Clerk of Works 2	Home								0			6	
			Field						6			6			
N-5	Alimani Henry	Clerk of Works 3	Home								0			6	
			Field						6			6			
N-6	Oduga Flavia	Clerk of Works 4	Home								0			6	
			Field						6			6			
N-7	Ondoma Milton	Clerk of Works 5	Home								0			6	
			Field						6			6			
N-8	Akutu John	Clerk of Works 6	Home								0			6	
			Field						6			6			
N-9	Kaweesa Jimmy	Clerk of Works 7	Home								0			6	
			Field						6			6			
N-10	Rutaremwya Siliako	Clerk of Works 8	Home								0			0	
			Field						0			0			
N-11	Yuma Alurile Jimmy Gad	Clerk of Works 9	Home								0			0	
			Field									0			
N-12	Anguyo Richard	Clerk of Works 10	Home								0			0	
			Field									0			
N-13	Otim Jimmy Ladwa	Clerk of Works 11	Home								0			0	
			Field									0			
N-14	Eng. Kulata Paul Stephen	Geotechnical Engineer	Home								0			0.9375	
			Field						0.9375	1		0.9375			
N-15	Gatre Patrick	Project Coordinator	Home								1			8	
			Field						6	1		7			
				0			0	0	91.6507	2					
TOTAL TIME INPUT FOR NON-KEY EXPERTS											1	49.651	50.651		

Notes on changes agreed on at Contract Negotiation meeting:

- Time-inputs for Key staff for phase 2 adjusted from overall period to align with project duration.*
- Time-input for 7 number Clerk of Works time-inputs included.*

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Consultancy services for a detailed technical assessment, redesign and construction supervision for the renovation of the MOHEST headquarters office building and 10 (DSTCS)

TECH-6B: B. Curriculum Vitae (cv)

6B.1 KEY EXPERTS

Consultancy services for a detailed technical assessment, redesign and construction supervision for the renovation of the MOHEST headquarters office building and 10 (DSTCS)

approval of the General Manager, Director Engineering; Director Finance and Administration then Chief Executive Officer to ensure all resources are available to deliver the project on time, budget and quality. These resources may include transportation, per diem, salary, working permits, survey and engineering machines etc.

1.2. Proposed Project Organisation Chart

