

## Request for Proposals for the Procurement of Consulting Services (Complex Lump Sum/Time Based)

<b>Key for Document Completion</b>		
Version July 2003		
<i>These symbols</i>	=	<i>This Action</i>
[ ]		Information to be filled in by procuring organisation

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## LETTER OF REQUEST FOR PROPOSALS

Date: \_\_\_\_\_ [insert date of Request for Proposals]

Procurement No(s): \_\_\_\_\_ [insert contract reference numbers]

1. The \_\_\_\_\_ [insert name of the Procuring Organisation] has (applied for/received) funds from \_\_\_\_\_ [insert source of funds] in \_\_\_\_\_ [state currency/ies] towards the cost of \_\_\_\_\_ [insert name of Project]. It is intended that part of these funds will be applied to eligible payments under the contract(s) for which this Request for Proposals is issued.
2. The \_\_\_\_\_ [insert name of the Procuring Organisation] intends to select bidders for the following service contract under this project: \_\_\_\_\_
3. It is expected that Proposals will be issued in \_\_\_\_\_ [insert month and year].
4. A complete set of documents may be purchased by interested bidders on the submission of a written application to the Procuring Organisation at \_\_\_\_\_ [insert name, address, telephone, fax and telex numbers of the Procuring Organisation] and upon payment of a non-refundable fee of \_\_\_\_\_ [insert amount].
5. Submissions of Proposals must be received in sealed envelopes at \_\_\_\_\_ [insert address for receipt of proposals] no later than \_\_\_\_\_ [insert date and time] and be clearly marked "Proposal for \_\_\_\_\_ [insert name of the procurement and the procurement No.]
6. Bidders are requested to acknowledge receipt of the request for proposals, and to inform the Procuring Organisation whether or not it will be submitting a proposal.

Bidders will be advised, in due course, of the results of their Proposals.

Yours Sincerely

\_\_\_\_\_  
For: Procuring Organisation

## SECTION 1. INSTRUCTIONS TO BIDDERS

\_\_\_\_\_ [insert name of Procurement/Project]

\_\_\_\_\_ [insert name of Procuring Organisation]

Date: \_\_\_\_\_ [insert date]

Procurement No(s) \_\_\_\_\_ [insert contract no (s)]

### 1.1 Introduction

- 1.1.1 General information on the services to be provided, and other relevant features are contained in the attached schedule. The contract will be a time based/lump sum [delete as appropriate] contract. The contract documents used are attached.
- 1.1.2 By submitting his Proposal, the Bidder accepts in full all the terms and conditions of these Standard Documents as the sole basis of this procedure. Any clause to the contrary shall be disregarded or entail the rejection of the Proposal.
- 1.1.3 Bidders are expected to carefully examine and respect all instructions, forms, terms and specifications contained in these Contract Documents. In the event of any inconsistency between or within any parts of the Documents, Bidder should seek clarification from the Procuring Organisation. The decision of the Procuring Organisation on any inconsistency shall be final and absolute.
- 1.1.4 Failure to furnish on time all the required information and documentation or the submission of Proposals not substantially responsive in every respect to the Standard Documents is at the risk of the Bidder and may result in the rejection of the Proposal.
- 1.1.5 Bidders are required to state their full registered business names. This information is required for all individual companies and all partners of a joint venture.
- 1.1.6 In preparing the Proposal, Bidders are expected to examine these standard documents in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

### 1.2 Contracting Authority

The Procuring Organisation is acting for a Project financed with funds originating from the source described in the Letter of Request for Proposals.

### 1.3 Subject

- 1.3.1 The detailed requirements for the services are stipulated in the Proposal Data Sheet and the terms of reference.
- 1.3.2 The services proposed must fully conform to the detailed description set out in the terms of reference.
- 1.3.3 Proposals must be accompanied with descriptive literature, brochures or pamphlets for all services offered. These shall be in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the proposal, the translation shall govern.

### 1.4 Submission, Receipt, and Opening of Proposals

- 1.4.1 The original and all copies of the Proposal must be submitted within the date indicated in the Proposal Data Sheet, in one (1) sealed outer envelope containing two (2) sealed inner envelopes and bearing only:

1.4.1.1 The address designated for submission of Proposal;

1.4.1.2 The following reference: "Request for Proposals Procurement No. \_\_\_\_\_ for the supply of Consulting Services(s) \_\_\_\_\_)";

1.4.1.3 The indication: "not to be opened before [*insert date and time*]".

1.4.2 The Proposal submission shall be drawn up in English

1.4.3 The Proposal prepared and submitted by the Bidder shall, in accordance with the requirements stated in these Instructions to Bidder, comprise:

- (i) The Bidder or his duly authorised agent shall initialise all pages of the Proposal. A Power of Attorney must be submitted by the Bidder, evidencing that the signature is duly authorised;
- (ii) A list of all the documents submitted as part of the Proposal, duly signed by the Bidder;
- (iii) A sealed envelope bearing the reference "Technical Proposal" containing a Technical Proposal consisting of:

a) Terms of Reference

The Terms of Reference for the services as provided in the Contract Documents initialled on each page by the Bidder;

A declaration covering any subcontracting that is foreseen as part of the services to be rendered, signed by the Bidder.

b) Organisation and Methods

A statement of how the Bidder will organise the project in terms of what method of work shall be used and which experts are nominated for implementing the project in accordance with the Terms of Reference. The Bidder shall indicate the proposed number of man months/man days/man years per expert. Bidder may propose their own methodology and staffing, and may comment on the Terms of Reference in their proposals.

c) Time Schedule

A detailed time schedule to cover the time of the services.

d) Staffing

A list of staff and the curriculum vitae of each proposed expert along with a signed 'statement of commitment' from each expert confirming that the expert will accept the work proposed in the Proposal if the bidder is awarded the contract.

e) Draft Contract

The draft contract initialled on each page by the Bidder, with a copy of the first page of the General Conditions for Service Contracts, signed by the Bidder.

f) Alternative Solutions

Alternative Solutions are allowed only if so indicated in the Proposal Data Sheet.

- (iv) A separately sealed envelope bearing the reference "Financial Proposal", containing a Financial Proposal consisting of:

**[for time based contracts]**

a) Price

A detailed breakdown of prices in accordance with the format enclosed in the Standard Documents and expressed in the currency of The Gambia or the home currency of the Bidder. The prices should include all taxes and duties payable on the services in accordance with the law of The Gambia. The breakdown of prices must include all fees, allowances, direct expenses and reimbursables.

**[for lump sum contracts]**

b) Price

A lump sum price, expressed in the currency of The Gambia or the home currency of the Bidder. The price should include fees, allowances, direct expenses and reimbursables, as well as all taxes and duties payable on the services in accordance with the law of the Procuring Organisation's country.

1.4.7 The Technical Proposal shall provide, *inter alia*, the following information:

- (i) A brief description of the firm's organization of the Bidder and an outline of recent experience on assignments of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.
- (ii) A description of the methodology and work plan for performing the assignment.
- (iii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(iv) Any additional information requested in the Data Sheet.

1.4.8 In preparing the Financial Proposal, Bidders are expected to take into account the requirements and conditions outlined in the standard documents. The Financial Proposal lists all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.

1.4.4 Failure to provide information that is essential to evaluate the Bidder's Proposal, or to provide timely clarification or substantiation of the information supplied, may result in the disqualification of the Proposal.

1.4.5 The original Proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder himself. Any such corrections must be initialled by the persons or person who sign(s) the Proposal.

1.4.6 For each Proposal, the Bidder shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original shall prevail.

1.4.7 The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the consultants, the sub consultants, and their personnel (other than nationals or permanent residents of the government's country), unless the Data Sheet specifies otherwise.

1.4.8 Bidders may express the price of their services in a foreign currency. Bidders may not use more than three foreign currencies. The Procuring Organisation may require Bidders to state the portion of their price representing local cost in the national currency if so indicated in the Proposal Data Sheet.

1.4.9 The Proposal Data Sheet indicates how long the Proposals must remain valid after the submission date. During this period, the Bidder is expected to keep available the professional staff proposed for the assignment. If the Procuring Organisation wishes to extend the validity period of the Proposals, the Bidders who do not agree have the right not to extend the validity of their Proposals.

**1.5 Qualification Criteria**

1.5.1 Selection will be based on meeting all the following minimum pass/fail criteria regarding the Bidder's general and particular experience, personnel and equipment capabilities, and financial position, as demonstrated by the Bidder's responses in the Proposal. Specific requirements for joint ventures are stipulated in Section 1.6 below.

1.5.2 The Procuring Organisation reserves the right to waive minor deviations if they do not materially affect the capability of an Bidder to perform the contract. Unless otherwise provided for, subcontractors' experience and resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria.

1.5.3 General Experience

The Bidder shall meet the following minimum criteria:

1.5.3.1 Average annual turnover (defined as billing for contracts in progress and completed) over the last \_\_\_\_\_ [insert number] years of \_\_\_\_\_ [insert amount] equivalent, and

1.5.3.2 Successful experience as lead company in the execution of at least \_\_\_\_\_ [insert number] contracts/projects of a similar nature and complexity comparable to the proposed contract within the last \_\_\_\_\_ [insert number] years.

{Optional}

[1.5.3.3 Insert additional criteria, as required]

1.5.4 Equipment Capabilities

The Bidder should own, or have assured access to (through hire, lease, purchase agreement, availability of manufacturing capacity, or other means), the following key items of manufacturing equipment in full working order and must demonstrate that, based on known commitments, they will be available for use in the proposed contract. The Bidder may also list alternative equipment which he would propose to use for the contract, together with an explanation of the proposal.

Equipment type and characteristics	Minimum number Required

1.5.5 Financial Position

1.5.5.1 The Bidder should demonstrate that he has access to, or has available, liquid assets, unencumbered real assets, lines of credit, or other financial means sufficient to meet the contract cashflow for a period of \_\_\_\_\_ [state number] months, estimated at \_\_\_\_\_ [insert amount] equivalent, net of the Bidder's commitments for other contracts.

1.5.5.2 Audited balance sheets for the last \_\_\_\_\_ [insert number] years should be submitted and must demonstrate the soundness of the Bidder's financial position, showing long-term profitability. Where necessary, the Procuring Organisation will make enquiries with the Bidder's bankers.



### 1.5.6 Litigation History

The Bidder should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last \_\_\_\_\_ [insert number] years. A consistent history of awards against the Bidder or any partner of a joint venture may result in rejection of the Proposal.

### 1.5.7 Industrial Relations Record

The Bidder should provide accurate information on his industrial relations record over the last \_\_\_\_\_ [insert number] years. A consistent history of industrial disputes, and working days lost as a result, experienced by the Bidder or any partner of a joint venture may result in rejection of the Proposal.

{Optional}

### [1.5.8 Personnel Capabilities]

The Bidder must have suitably qualified personnel filling the following positions [select from list as shown, or amend list]:

Position	Total experience (Years)	On similar Contracts (Years)	As manager of Similar contracts (Years)

## 1.6 Joint Ventures

1.6.1 Joint ventures must comply with the following minimum qualification requirements:

1.6.1.1 The lead company shall meet not less than (60%) of all the qualifying criteria stated in Articles 1.5.3 and 1.5.5 above.

1.6.1.2 The other partners shall meet not less than (40%) of all the qualifying criteria stated in Articles 1.5.3 and 1.5.5 above.

1.6.1.3 The joint venture must satisfy collectively the criteria of Articles 1.5.3 to 1.5.5 above, for which purpose the relevant figures for each of the partners shall be added together to arrive at the joint venture's total capacity. Individual members must each satisfy the requirements of Articles 1.5.5 to 1.5.7 above.

1.6.2 The formation of a joint venture after Proposal, and any change in a selected joint venture, will be subject to the written approval of the Procuring Organisation prior to the deadline for entry into force of the contract. Such approval may be denied if any of the following conditions applies:

1.6.2.1 Partners withdraw from a joint venture and the remaining partners do not meet the qualifying requirements.

1.6.2.2 The new partners to a joint venture are not qualified, individually or as a joint venture.

1.6.2.3 In the opinion of the Procuring Organisation, a substantial reduction in competition may result.

1.6.3 Any Proposal shall be signed by all partners, and shall be submitted with a copy of the joint venture agreement providing the joint and several liability with respect to the contract, if awarded.

1.6.4 The selection of a joint venture does not necessarily select any of its partners individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture, each one of the constituent companies may propose if they meet all the qualification requirements, subject to the written approval of the Procuring Organisation.

## 1.7 Conflict of Interest

The Bidder (including all members of a joint venture) should not be associated, nor have been associated in the past, with a consultant or any other entity that prepared the design, specifications, Terms of Reference and other documents for the purposes of which their services are now sought, or that was proposed for any other role under the contract, over the last \_\_\_\_\_ [insert number] years. Any such association may result in disqualification of the Proposal

## 1.8 Proposal and Contract

Bidder shall be required to update the financial information used for Proposal at the time of entry in force of the contract, to confirm their continued compliance with the qualification criteria and verification of the information provided. A Proposal shall be rejected if the Bidder no longer meets the relevant qualification thresholds at the time of entering in force of the contract.

## 1.9 General

1.9.1 A qualified company or a member of a qualified joint venture may participate in only one Proposal for the contract. If a company submits more than one Proposal, singly or in joint venture, all Proposals including the one of that party will be rejected.

This will not apply in respect of Proposals that include specialist subcontractors who are used by more than one Bidder.

1.9.2 The Procuring Organisation reserves the right to:

1.9.2.1 Amend the scope and value of any contract(s) object of the Request for Proposals.

1.9.2.2 Reject or accept any Proposal.

1.9.2.3 Cancel the Request for Proposals process and reject all Proposals.

The Procuring Organisation shall neither be liable for any such actions nor be under any obligation to inform the prospective Bidder of the grounds for them.

1.9.3 Bidder will be advised in writing, within 60 days of the date for submission of Proposals, of the result of their Proposal, and the names of the selected Bidder, without assigning any reason for the Procuring Organisation's decision.

1.9.4 Opening Session

(i) Proposals will be opened in public session immediately after the deadline at the date, time and address stipulated in the Proposal Data Sheet.

(ii) All Bidders shall have the names of the Bidders and their total Proposal amounts read out.

(iii) The Procuring Entity will prepare minutes of the opening session.

1.9.5 Explanations and Correction of Arithmetical Errors and Minor Informalities

(i) The Procuring Entity may request Bidders to provide written explanation of any part of their Proposals. Such requests shall be for clarification purposes only, and shall neither entitle nor require Bidders to modify their Proposals in any way.

(ii) Bidders failing to provide written explanation within 7 days of receipt of the Procuring Entity's request may be excluded from the Bid.

(iii) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail, and the total price shall be corrected accordingly. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Bidder does not accept such correction of errors his Proposal shall be rejected, and his tender security forfeited.

- (iv) The Procuring Entity may waive any minor informality, nonconformity, or irregularity in a Proposal which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- (v) Prior to the evaluation, the Procuring Entity will determine the substantial responsiveness of each Proposal to the tender documents. For purposes hereof, a substantially responsive Proposal is one that conforms to all the terms and conditions of the tender documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Tender Security, Applicable Law, and Taxes and Duties, will be deemed to be a material deviation. The Procuring Entity's determination of a Proposal's responsiveness is to be based on the contents of the Proposal itself without recourse to extrinsic evidence.
- (vi) If a Proposal is not substantially responsive, it will be rejected by the Procuring Entity and may not be subsequently made responsive by the Bidder by correction of the non-conformity.

#### **1.9.6 Withdrawal and Amendments**

- 1.9.6.1 A Bidder may modify or withdraw his Proposal before the deadline for submission of Proposals, provided that written notice of such modification or withdrawal is received by the Procuring Organisation prior to the deadline.
- 1.9.6.2 Withdrawals are unconditional and end further participation in the Request for Proposals procedure.
- 1.9.6.3 The modification notice should be prepared, sealed, marked and despatched in accordance with the requirements of Section 1.2 herein. It should be identified as a modification of the original Proposal.

## SECTION 2. PROPOSAL DATA SHEET

### 2.1 Instructions to bidder

Bidders are required to follow all the instructions contained in Sections 1 and 2 of this Invitation Document. Failure to provide any part of this information may result in the application being disqualified.

### 2.2 Contracts for Proposals – *Instruction 1.3 to Bidder*

The contract for which Proposals are requested is:  
\_\_\_\_\_ [State details of contract]

### 2.3 Schedule – *Instruction 1.1.1 to Bidder*

The anticipated schedule is:

1. Closing date for receipt of Proposals: \_\_\_\_\_ [state date]
2. Completion of Proposals' evaluation: \_\_\_\_\_ [state date]
3. Award of contract or contracts [state date]
4. Signature of contract or contracts [state date]

### 2.4 Form of Contract (Lump Sum or Time Based)

A Lump Sum / Time Based [*indicate which by crossing out the term that does not apply*] contract is intended to be awarded using the proposed form of contract provided hereinafter.

### 2.5 Address of Bidder

Bidders are required to provide the full address of their principal registered place of business, or the full address of the branch or associate company if they will be responsible for execution of the contract, if awarded. This information is required for all individual company applicants and all partners of a joint venture.

### 2.6 Deadline for Submission — *Instruction 1.4.1.4 to Bidder*

The closing date for receipt of Proposals is \_\_\_\_\_ [state date] at \_\_\_\_\_ [state time]. Proposals received after this date and time will be returned unopened to the Bidder.

### 2.7 Identification of Proposal – *Instruction 1.4 to Bidder*

Proposals must be submitted in sealed envelopes marked in accordance with the instructions contained in Section 1.4 of the Instructions to Bidder.

### 2.8 Bid Security

The Bidder shall provide a tender security in the amount of \_\_\_\_\_.

### 2.9 Language – *Instruction 1.4.2 to Bidder*

Proposals must be submitted in English.

## 2.10 Qualification Criteria – Instruction 1.5 to Bidder

2.10.1 Bidder shall not be eligible for the award of contracts, and the Procuring Organisation may exclude them from further participation in the Request for Proposals proceedings, if they do not meet the Qualification Criteria. Bidder therefore must submit with their Proposal the following certification as documentary evidence of qualifications:

- They possess the legal capacity to enter into the contract;
- They possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capacity, experience in the procurement object, reputation and the personnel, to perform the contract;
- They are not insolvent, in receivership, bankrupt or being wound up, their business activities have not been suspended, and they are not subject of a legal proceeding for any of the foregoing;
- They have fulfilled all their obligations to pay taxes and social security contributions;
- They are not subject to suspension of payments in accordance with the judgement of a court or a judgement declaring bankruptcy and resulting, in accordance with their national laws, in the total or partial loss of the right to administer and dispose of their property nor is any such legal proceeding pending;
- They are not guilty of serious misrepresentation with regard to information required for participation in a public procurement;
- They are not in breach of a public procurement contract;
- They have performed previously the number and value of similar contracts as required in the qualification requirements of this procurement.

*[Insert additional requirements, as necessary]*

2.10.2 Bidder who, knowingly and intentionally supply false information in order to appear responsive to Request for Proposal documents shall be rejected and subject to debarment by the Procuring Organisation.

2.10.3 For the purposes of Point 2.10.2 above, the Procuring Organisation reserves the right to request to the Bidder any document evidencing any of the statements made sub Point 2.10.1.

2.10.4 Bidder who, knowingly and intentionally confer or offer to confer any gift, gratuity, favour, or advantage, present or future, upon any employee or representative of the Procuring Organisation shall be rejected and subject to debarment by the Procuring Organisation.

## 2.11 Number of Copies – Instruction 1.4 to Bidder

The number of copies of Proposals to be submitted by Bidder is: \_\_\_\_\_ *[insert number]*

## 2.12 Alternative Solutions

Alternative solutions are/are not *[delete as appropriate]* allowed as a separate offer in addition to the present Proposal. Where alternative solutions are permitted, they are subject to the following conditions:

*(Limitations)*

*(Design criteria)*

*(Design responsibility)*

*(Other requirements)*

*(Checking, revision and approval procedures)*

### 2.13 Selection Method

The selection method under this Request for Proposals is:

Quality & Cost based Selection \_\_\_\_\_

Quality Based Selection \_\_\_\_\_

Least Cost Selection \_\_\_\_\_ Minimum Quality Score is \_\_\_\_\_

*[Insert minimum qualifying score for quality. Open and evaluate technical proposals and then open financial proposal of those that pass the minimum quality score to select lowest cost]*

*[Check appropriate method]*

*[Details of the selection procedure to be followed shall be included, and they shall comprise:*

- i. *a description of the two-stage process, in the case of a Quality and Cost base Selection procedure;*
- ii. *the details of the financial evaluation, where applicable, including the relative weights for quality and cost set in accordance with Regulations 95 & 104;*
- iii. *the minimum pass score for quality; and*
- iv. *the details on the public opening of financial proposals, where applicable.]*

### 2.14 Clarification Meeting

*{Optional}*

A clarification meeting will be held at \_\_\_\_\_ *[insert time, date and place]* at which Bidder may request clarification of the Project requirement and the criteria for qualification. Attendance at the clarification meeting is recommended. However, absence from such meeting shall not be a basis for rejection of Proposals.

### 2.15 Proposal Validity

The period for which the Bidders' Proposals shall be held valid is \_\_\_\_\_ *[insert number of days, (normally 60 - 90 working days)]* and during such period Bidders undertake to maintain, without change, the proposed key staff, and shall hold to both the rates and, in the case of Quality and Cost-Based Selection, the total price proposed; in case of extension of the proposal validity period, the right of the consultants not to maintain their Proposal.

### 2.16 Subcontracting

Subcontracting is/is not *[delete as appropriate]* allowed.

### 2.17 Opening Session

Time, date and place of opening session: \_\_\_\_\_ *[insert relevant information]*

## SECTION 3. GENERAL CONDITIONS OF CONTRACT

### GCC 1: Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- a) "The Contract" means the agreement entered into between the Procuring Organisation and the Consultant, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
  - b) "The Contract Price" means the price payable to the Consultant under the Contract for the full and proper performance of its contractual obligations;
  - c) "GCC" means the General Conditions of Contract contained in this section;
  - d) "SCC" means the Special Conditions of Contract;
  - e) "The Procuring Organisation " means the organisation purchasing the Services, as named in the contract/SCC.
  - f) "The Procuring Organisation's country" is The Gambia;
  - g) "The Consultant," where applicable, means the individual or firm supplying the Consulting Services under this Contract;
  - h) "Day" means calendar day;
  - i) "Communications" means certificates, notices, orders and instructions issued under the Contract.
  - j) "Services" means all tasks to be performed by the Consultant under the Contract as described in the terms of reference.
  - k) "Terms of Reference" means the scope of work for a Service Contract giving the definition of its requirements and objectives of the Services to be provided.
  - l) "Joint Venture" means a grouping of firms that is formed for the purpose of conducting commercial or professional activities.

### GCC 2: Sub-contracting

- 2.1 A sub-contract shall be valid only if it is a written agreement by which the Consultant entrusts performance of part of his Contract to a third party.
- 2.2 The Consultant shall not sub-contract without the prior written authorisation of the Procuring Organisation. The elements of the Contract to be sub-contracted and the identity of the sub-Consultants shall be notified to the Procuring Organisation. The Procuring Organisation shall, within 30 days of receipt of the notification, notify the Consultant of its decision, stating reasons should he withhold such authorisation.
- 2.3 Sub-Consultants must satisfy the eligibility criteria applicable for the award of the Contract.
- 2.4 The Procuring Organisation shall have no contractual relation with the sub-Consultants, but may avail itself of any rights the Consultant has acquired against them.

### **GCC 3: Conflict of Interest**

- 3.1 Consultants (including all partners in a joint venture) must not be associated, nor have been associated in the past, with a consultant or any other entity that has prepared the Terms of Reference, contract documents or other documents for the assignment.
- 3.2 Consultants (including all partners in a joint venture) must not have prepared or advised on the Terms of Reference, standard documents or other documents for the assignment. Any such preparation or advisory work shall result in disqualification of the Bidder.
- 3.3 The Consultant (including all partners in a joint venture) and all entities associated with the successful Bidder are prohibited from participating in the assignment in any other manner or role than that provided for in the Request for Proposals.

### **GCC 4: Performance Security**

- 4.1 If required by the Procuring Organisation, within 30 days of the date of receipt of the notification of award, the Consultant shall furnish to the Procuring Organisation a performance security in the amount specified in the Special Conditions of Contract and in the form provided for. Failure to provide such security within 30 days shall result in cancellation of the Contract and forfeiture of the Bidder's tender security.
- 4.2 The performance security shall be payable to the Procuring Organisation as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.
- 4.3 The performance security shall be discharged by the Procuring Organisation and returned to the Bidder not later than 30 days following the date of completion of the Bidder's performance obligations under the Contract, including obligations.
- 4.4 The performance security shall be issued in the form enclosed to these Contract Documents.

### **GCC 5: Advance Payment Security**

- 5.1 Where a security to secure advance payment is required it must be provided for the full amount of the advance to be paid. No advance payments shall in that case be made to the Bidder prior to the provision of the security.
- 5.2 The advance payment security shall be denominated in the currency in which payments are to be made and drawn up in favour of the Procuring Organisation.
- 5.3 The advance payment security must be provided in the form of an unconditional bank guarantee (or other adequate security) acceptable to the Procuring Organisation. The advance payment security shall be independent and payable on first demand.
- 5.4 The advance payment security may stipulate a specific expiry date, on the condition that this falls at least three months following the stated expiry date of the Contract; alternatively, the advance payment security may be stated to expire:
  - ◆ on return of the original of the advance payment security, or
  - ◆ upon approval of the final report by the Procuring Organisation or/and approval of the final acceptance of the Services.
- 5.5 any advance security must be in the form of the security provided in the contract documents.



#### **GCC 6: General Obligations of the Bidder**

- 6.1 The Bidder shall carry out the duties entrusted to him by the present Contract loyally and impartially and in accordance with the best professional practices.
- 6.2 If the Bidder is a joint venture or consortium of two or more persons all such persons shall be jointly and severally bound to fulfil the terms of the Contract according to the law of the The Gambia.

#### **GCC 7: Code of Conduct (Obligation of Bidder)**

- 7.1 The Bidder shall at all times act loyally and impartially and as a faithful adviser to the Procuring Organisation in accordance with the rules and/or code of conduct of his profession as well as with appropriate discretion.
- 7.2 The Bidder and his employees shall respect the political, cultural and religious practices prevailing in The Gambia.
- 7.3 The Bidder and his staff shall maintain professional confidentiality for the duration of the Contract and after completion thereof. In this connection, except with the prior written consent of the Procuring Organisation, neither the Bidder nor the personnel employed or engaged by him shall at any time communicate to any person or entity any confidential information disclosed to them or discovered by them, or make public any information as to the recommendations formulated in the course of or as to the result of the Services. Furthermore, they shall not make any use prejudicial to the Procuring Organisation of information supplied to them and of the results of studies, tests and research carried out in the course and for the purposes of performing the Contract.

#### **GCC 8: Independent Consultant**

- 8.1 Unless otherwise provided for, the Consultant shall not be authorised, by virtue of his Contract, to represent or engage the liability of the Procuring Organisation with regard to third parties. He and his staff shall abstain from any statement of behaviour that might be misunderstood in this respect.
- 8.2 The Consultant to this Agreement is an independent contractor, and no agency, partnership, joint venture or employer-employee relationship is intended or created by this Agreement. The Consultant shall not have the power to obligate or bind the Procuring Organisation. Personnel supplied by Consultant shall work exclusively for Consultant and shall not, for any purpose, be considered employees or agents of Procuring Organisation. The Consultant assumes full responsibility for the acts of such personnel while performing services hereunder and shall be solely responsible for their supervision, direction and control, compensation, benefits and taxes.
- 8.2 The Consultant shall not commit the Procuring Organisation in any way whatsoever without its prior consent in writing, and shall, where appropriate, make this obligation clear to third parties.

#### **GCC 9: Public Relations**

- 9.1 The Consultant shall not engage in any public relations activity nor issue statements to the press, electronic media, the public at large or other audiences with regard to the work carried out under the Contract, except with the express prior consent in writing of the Procuring Organisation or its representative. In particular, only those written texts may be made public which have been agreed upon in advance with the Procuring Organisation. This obligation extends to the Consultant's initial media release, information about the award of the Contract, as well as to any further ones, including any statements concerning the results of the work done. As regards the Consultants' global relations with the media (press/audiovisual) he may submit in advance a general media/press/PR strategy for approval by the Procuring Organisation or its representative.
- 9.2 The Consultant shall not publish articles relating to the consultant Services or refer to them when carrying out any Services for others, or divulge information obtained from the Procuring Organisation, without the written consent of the Procuring Organisation.

- 9.3 In all PR-related activities (verbal, written, on radio or TV) the Consultant shall state clearly and visibly that the work is implemented on behalf of and within the framework of the respective national authority and that it is financed from Public Funds. In particular, this applies to press conferences, interviews with the press, speeches and to all statements, texts, reports and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations and supporting records or materials acquired, compiled or prepared by the Consultant in the performance of the Contract.
- 9.4 The emblem of the respective national authority may appear on any document, material or equipment related to the Contract. The Consultant may also use his own logo. In that case the Authority's logo must appear next to the Consultant's logo in an equivalent size.
- 9.5 The Consultant must forward to the respective national authority the proofs and copies of the results and general output of all texts and statements issued.

#### **GCC 10: Industrial and Intellectual Property**

- 10.1 Unless otherwise provided for, any results or patents obtained by the Consultant in performance of the Contract shall belong to the Procuring Organisation, which may use them as it sees fit.
- 10.2 Unless otherwise provided for, all reports and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations and supporting records or materials acquired, compiled or prepared by the Consultant in the performance of the Contract shall be confidential and shall be the absolute property of the Procuring Organisation. The Consultant shall, upon completion of the Contract, deliver all such documents and data to the Procuring Organisation. The Consultant may retain copies of such documents and data, but shall not use them for purposes unrelated to this Contract without prior written approval of the Procuring Organisation.
- 10.3 Unless otherwise provided for, copyright and any other rights of ownership in respect of manuscripts or part thereof, prepared as part of the performance of the Contract, shall belong exclusively to the Procuring Organisation.

#### **GCC 11: Specifications and Designs**

- 11.1 The Consultant shall prepare all specifications and designs using accepted and generally recognised systems acceptable to the Procuring Organisation and taking into account the latest design criteria.
- 11.2 The Consultant shall ensure that the specifications and designs and all documentation relating to procurement of Services for the programme are prepared on an impartial basis so as to promote competitive procurement.

#### **GCC 12: Permits and Licenses**

- 12.1 The Consultant shall be solely responsible for taking the necessary steps to obtain any permit or licence required for the performance of the Contract under the laws and regulations in The Gambia.
- 12.2 The Procuring Organisation shall take appropriate steps to ensure that such permits or licences are not unduly delayed or withheld.
- 12.3 The Procuring Organisation may terminate the Contract without notice if the Consultant fails, through his own fault, to obtain any permit or licence required for the performance of the Contract.

### **GCC 13: Exclusivity**

Unless the Contract provides otherwise, the staff and personnel assigned to the Contract shall work exclusively under this Contract and not carry out any work of whatever nature for any third party during the periods specified for carrying out the Services. If the Consultant does not fulfil this obligation the Procuring Organisation may terminate the Contract and claim damages.

### **GCC 14: Provision of Personnel**

- 14.1 Unless otherwise provided for, the Services specified in the Contract shall be provided by the personnel whose names appear on the List of Staff assigned to the Contract in accordance with the tasks as specified in the Contract. No modification may be made, except with the written approval of the Procuring Organisation. Any modifications made without such approval shall be considered as breach of Contract.
- 14.2 However, unless otherwise provided for, the Consultant shall provide a timely replacement with at least equivalent qualifications and experience and acceptable to the Procuring Organisation if:
- a) on account of death, sickness or accident, a member of staff is unable to continue providing his Services;
  - b) any person specified in the Contract is found by the Procuring Organisation to be incompetent in discharging or unsuitable for the performance of his duties under the Contract or if carrying out his tasks under the Contract consistently prejudices the good and timely performance of the Contract;
  - c) for reasons of force majeure, it becomes necessary to replace any of his personnel.
- 14.3 Unless otherwise provided for, in the case where the Procuring Organisation in writing requests an acceptable replacement, the Consultant's proposal for the replacement must be given within one month from his receipt of the Procuring Organisation's request. It shall be considered as breach of Contract if such proposal is not made within a month, or if the proposed replacement is not acceptable.
- 14.4 Except in the case where the Procuring Organisation requests a replacement not provided for by the Contract, the replacement shall not oblige the Procuring Organisation to pay any additional remunerations, fees or costs other than those laid down in the initial Contract. The Consultant shall bear all the additional costs arising out of or incidental to such replacement. Such costs shall include the costs of the return journey of the replaced member of staff and his family, and, if necessary, the expenses arising from the need to maintain simultaneously at the place of work the member of staff to be replaced and his replacement.
- 14.5 Where a person assigned to the Contract dies, the Procuring Organisation may require the Consultant to provide a suitable replacement at no additional cost to the Consultant.
- 14.6 The Consultant and his staff proposed for the implementation of the Contract may not be members of the Procuring Organisation's staff.

### **GCC 15: Logistics and Administrative Support**

The Consultant shall provide appropriate and adequate administrative and logistical support Services at his head office or field offices for carrying out the Services.

### **GCC 16: Reports**

- 16.1 The Consultant shall furnish the Procuring Organisation with such information relating to the Services and the programme as the Procuring Organisation may at any time request. In this respect, periodical reports shall be provided, whose form, number of copies, subject matter and

frequency will be as laid down in the Contract. Implementation difficulties or technical omissions in the Terms of Reference shall form the subject of special reports.

- 16.2 On termination of the Services the Consultant shall draw up a confidential final report together, where appropriate, with a financial analysis of the programme and a critical study of any major problems which may have arisen during the performance of the Contract. The Contract shall determine the number of copies of the above-mentioned report to be submitted to the Procuring Organisation. The Consultant shall forward the final report provided for above to the Procuring Organisation not later than two months after the end of the provision of Services.

#### **GCC 17: Eligibility of Staff**

The Consultant and his staff proposed for the implementation of this Contract shall not be members of the Procuring Organisation's staff.

#### **GCC 18: Delays in Performance**

- 18.1 Unless otherwise provided for, the Consultant shall commence performance by the commencement date indicated in the SCC/CF.
- 18.2 If the Consultant fails to perform the Services within the period(s) of performance specified in the Contract, the Procuring Organisation shall, without formal notice and without prejudice to its other remedies under the Contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of the period specified for performance or extended period of performance and the actual day of completion, at the rate stated in GCC 44 herein. If several contractual periods are laid down in the Contract these liquidated damages apply to each period.
- 18.3 If the Procuring Organisation has become entitled to the maximum claim under GCC 44 herein, it may, after giving notice to the Consultant:
- a) terminate the Contract; and
  - b) complete the Services at the Consultant's cost.
- 18.4 If the Consultant fails to initiate performance of the Contract within 30 days from the commencement of its legal duration, or within the period otherwise specified under GCC 18.1 hereof the Procuring Organisation may terminate the Contract.

#### **GCC 19: Extension of Period of Performance**

- 19.1 The Consultant may request an extension to the period of performance if he is or will be delayed in performing the Contract by any of the following causes:
- a) Extra or additional Services ordered by the Procuring Organisation
  - b) Orders of the Procuring Organisation affecting the date of completion other than those arising from the Consultant's default,
  - c) Failure of the Procuring Organisation to fulfil its obligations under the Contract;
  - d) Force majeure;
- 19.2 The Consultant shall, within 15 days of becoming aware that delay may occur, notify the Procuring Organisation of his intention to make a request for extension of the period of performance to which he considers himself entitled and shall, within 60 days thereafter, except where otherwise agreed between the Consultant and the Procuring Organisation, deliver to the Procuring Organisation full and detailed particulars of the request, in order that such request may be investigated at the time.

- 19.3 The Procuring Organisation shall, by written notice to the Consultant, grant such an extension of the period of performance as may be justified, either prospectively or retrospectively, or inform the Consultant that he is not entitled to an extension.

#### **GCC 20: Variations and Services**

- 20.1 After consultation with the Consultant the Procuring Organisation may modify the original Contract in the course of performance thereof, provided that it does not change the general purpose of the Contract and that it gives fair compensation, where appropriate, within the limits laid down hereafter;
- 20.2 The cost of such variations shall be borne by the Procuring Organisation by analogy with the methods used in calculating the costs of the original Contract and as far as the changes fully justify it.
- 20.3 Where the Services to be performed are increased, the Consultant shall, on submission of a reasoned request to the Procuring Organisation, be entitled to an appropriate extension of the Contractual period of performance.
- 20.4 Agreements to any such variations must be in writing.

#### **GCC 21: Working Days and Months**

Unless the Contract provides otherwise the Consultant shall have 22 working days per calendar month and 10.5 working months per calendar year.

#### **GCC 22: Leave Entitlement**

- 22.1 The Consultant's staff shall, during the period of performance of the Contract, be entitled to take annual leave on the terms laid out in this article.
- 22.2 Unless the Contract provides otherwise, no annual leave shall be granted to the staff when the duration of the Contract is 6 calendar months or less. When the duration of the Contract is more than 6 calendar months, annual leave shall accrue at the rate of 1.5 months per calendar year. The Procuring Organisation may request information from the Consultant concerning the proposed periods of leave, in order to check that these periods of leave do not conflict with the performance of the Services.
- 22.3 No leave shall be paid for by the Procuring Organisation.

#### **GCC 23: Contract Amount**

The payments cannot exceed the maximum total amount stated in the Contract. Furthermore, no payments for fees, direct costs and reimbursable expenses can exceed the maximum amounts specified in the Contract for each of these items.

#### **GCC 24: Payments**

Unless otherwise provided for:

- 24.1 Payments for the Contract shall be made in the currency of The Gambia.
- 24.2 Conversion into the currency of The Gambia from other currencies, where necessary, shall be made on the basis of the exchange rate of the working day before the last working day of the month prior to the one in which the expenses were incurred.

- 24.3 With regard to payments due under the Contract, the Consultant must designate a bank established in the state in which his registered office is situated, to receive these payments.
- 24.4 The remuneration of the Consultant under the Contract shall constitute his only remuneration in connection with the Contract and neither he nor his personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, his obligations under the Contract.
- 24.5 The Consultant shall not have the benefit, whether directly or indirectly, of any royalty or of any gratuity or commission in respect of any patented or protected article of process used in or for the purposes of the Contract or the programme unless it is agreed by the Procuring Organisation in writing that he may.

#### **GCC 25: Payment Procedure**

- 25.1 The Consultant is entitled to payment of the amount stated in the Contract as and when the Services are provided and accepted. If the Contract so provides, the Consultant shall be entitled to interim payments in accordance with the procedures, schedules and time limits stipulated in the Contract.
- 25.2 Remuneration for parts of a month shall be based on a daily rate of one twenty-second of the corresponding monthly unit price. Abatements for any incomplete provision of Services shall be made on the basis of the prices laid down in the Contract in respect of the part of the Services which was not provided.
- 25.3 For each payment, the Consultant shall send the Procuring Organisation one original and one copy of a written request for payment together with itemised statements.
- 25.4 For the part of the Contract which is based on overall and fixed prices or on unit prices, provision may be made for the payment of interim payments only in respect of Services rendered and for the part of the Contract based on the reimbursement of costs, on submission of the original air tickets, receipts, invoices, vouchers and other appropriate supporting materials.
- 25.5 If the Contract is for a short-term assignment (6 calendar months or less), the amount of the interim payment shall not exceed 80% of the total value of the Contract, the remaining 20% thus withheld shall be paid as a final balance. If the Contract is for a long-term assignment, the amount of the interim payment shall not exceed 90% of the total value of the Contract; the remaining 10% thus withheld shall be paid as a final balance.
- 25.6 The frequency of interim payments shall be as laid down in the Contract. As a general rule interim payments for short-term assignments (6 calendar months or less) shall be conditional upon receipt and approval by the Procuring Organisation of periodic reports which should be made at least quarterly, and interim payments for long-term assignments shall be made on a quarterly basis according to real Services rendered (certification of presence will be required in that case). For very short term Contracts (2 calendar months or less) no interim payments shall be made.
- 25.7 Payment of the final balance shall be subject to performance by the Consultant of all his obligations relating to the execution of all phases or parts of the Services and to the approval by the Procuring Organisation of the final report or part of the Services. Final payment shall be made only after the final report and a final statement, identified as such, have been submitted by the Consultant and approved as satisfactory by the Procuring Organisation. Furthermore final payment shall be made only upon proof by the Consultant of the effective transfer to the respective national authority Beneficiary Institution of the property right to any equipment financed under the Contract. The Consultant shall reimburse any amount that the Procuring Organisation has paid, or caused to be paid, in accordance with this article in excess of the Consultant's entitlement under the Contract, to the Procuring Organisation, within 30 days after receipt by the Consultant of notice thereof.

- 25.8 If any of the following events occur and persist, the Procuring Organisation may suspend in whole or in part, payments due to the Consultant under the Contract:
- a) the Consultant defaults in the execution of the Contract;
  - b) any other condition occurs for which the Consultant is responsible under the Contract and which, in the opinion of the Procuring Organisation, interferes, or threatens to interfere, with the successful completion of the programme or the Contract. This includes defaults of the Consultant discovered during auditing carried out in accordance with Article 35.
- 25.9 The Consultant shall not be entitled to payment if he is prevented by force majeure from performing the tasks assigned to him. Part performance only of any such tasks shall result in part payment. Additionally to the part payment the Consultant shall be paid an appropriate amount to cover demobilisation costs.

#### **GCC 26: Travel and Transport**

- 26.1 The Procuring Organisation shall reimburse the following travel expenses for the Consultant's staff:
- 26.1.1 Expenses for one return journey to the place of performance of the Services.
  - 26.1.2 Additionally expenses for one return journey per calendar year when the duration of the Contract is more than 12 calendar months.
- 26.2 Unless otherwise provided for, and only where the Consultant is a foreign firm, travel expenses shall only be borne by the Procuring Organisation as far as the eligible staff of the Consultant are concerned. However, if the assignment is of more than 6 calendar months, travel expenses for one return journey per year for their spouses and dependent children shall be borne by the Procuring Organisation.
- 26.3 The costs shall be limited to the cost of the most direct practicable route between the usual place of residence and the place where the Contract is to be performed.
- 26.4 Air travel shall be by economy class. Journeys necessitating travel by sea, rail or river shall be made first class. The cost of transporting the luggage of eligible staff between the usual place of residence and the place where the Contract is to be performed shall be borne by the Procuring Organisation within the weight and/or the cost limits stipulated in the Contract.
- 26.5 The conditions under which the transport cost of documents, equipment and materials may be borne by the Procuring Organisation shall be as stated in the Contract.
- 26.6 In all cases, reimbursement shall be subject to the submission of original supporting documents.

#### **GCC 27: Revision of Prices**

- 27.1 Unless otherwise provided for, price revision applies to all unit prices of fees and direct costs, and only the unit prices. No revision shall take place within the initial 12 months of the Contract. For each period of 12 months following this first 12 months period the unit prices may be revised at the discretion of the Procuring Organisation.
- 27.2 In the event of a delay in the performance of the Services for which the Consultant is responsible, or at the end of the period of performance, revised as necessary in accordance with the Contract, there shall be no further revision of prices within the 230 days before completion of the Services except for the application of new price indexation, if this is to the benefit of the Procuring Organisation.

### **GCC 28: Price Adjustment**

Prices charged by the Consultant for the Services procured under the Contract shall not vary from the prices quoted by the Consultant in its Proposal, with the exception of any price adjustments authorised in the SCC.

### **GCC 29: Payment Schedule**

- 29.1 Payments shall be made as provided for in the Contract.
- 29.2 The Procuring Organisation may, after giving notice to the Consultant, defer payment if the Procuring Organisation contests the Services covered by the request for payment or if the vouchers in support of the request are incomplete. Where payment is so deferred the Procuring Organisation shall not be liable to pay interest or indemnities of any kind.
- 29.3 The Procuring Organisation shall be bound to comply with payment periods only if requests for payment are properly and accurately presented at the address stated in the Contract.
- 29.4 The payment period does not include any delays occurring as a result of banking procedures followed by the banks in the state of the registered office of the Consultant.

### **GCC 30: Advances**

- 30.1 If the Contract so provides, an advance shall be granted to the Consultant, at his written request, for operations connected with the execution of the Services, as a lump sum enabling him to meet expenditure resulting from the commencement of the Contract.
- 30.2 Under normal circumstances, the total amount of the advance shall not exceed 20% of the original Contract Price.
- 30.3 No advance shall be granted until:
  - a) the signature of the Contract by both parties;
  - b) provision to the Procuring Organisation by the Consultant of an advance payment acceptable to the Procuring Organisation for the full amount of the advance.
- 30.4 The Consultant shall use the advance exclusively for operations connected with the performance of the Services. Should the Consultant misuse any portion of the advance it shall become due and repayable immediately and no further advance payment shall be made to him.
- 30.5 Should the advance guarantee cease to be valid before the advances are reimbursed, and the Consultant fail to re-validate it, either a deduction equal to the amount of the advance not yet reimbursed may be made by the Procuring Organisation from future payments due to the Consultant under the Contract or, if in the opinion of the Procuring Organisation such deduction is impracticable, the Procuring Organisation may terminate the Contract and the Consultant shall be obliged to refund the amount not yet reimbursed.
- 30.6 The advance guarantee provided for in this article shall be released when all advances are reimbursed.
- 30.7 Any further conditions and procedures for granting and reimbursing advances shall be as laid down in the Contract.

### **GCC 31: Reimbursement of Advances**

- 31.1 Reimbursement of the advance referred to in GCC 30 shall be made by deduction from the interim payments referred to in GCC 25. Such deductions shall be spread over the interim



payments, in such a manner that the advance payment shall be totally reimbursed when the total of sums due to the Consultant reaches 80% of the original Contract Price.

- 31.2 In all cases of termination of the Contract, for whatever reason, the Consultant shall immediately reimburse the outstanding balance of the advance.

### **GCC 32: Payment to Third Parties**

- 32.1 All orders for payment to third parties shall be carried out only after an assignment made in accordance with GCC 33.
- 32.2 In the event of a legally binding attachment of the property or accounts of the Consultant affecting payments due to him under the Contract, the Procuring Organisation shall have 60 days, starting from the day when it receives notification of the definitive lifting of the obstacle to payment, to resume payments to the Consultant.

### **GCC 33: Assignments**

- 33.1 An assignment shall be valid only if it is a written agreement by which the Consultant transfers his Contract or parts thereof to a third party/ies.
- 33.2 The Consultant shall not, without the prior written consent of the Procuring Organisation, assign the Contract or any part thereof, or any benefit or interest thereunder, except in the following cases:
- 33.2.1 A charge, in favour of the Consultant's bankers, on any monies due or to become due under the Contract, or
- 33.2.2 Assignment to the Consultant's insurers of the Consultant's right to obtain relief against any other person liable in cases where the insurers have discharged the Consultant's loss or liability.
- 33.3 The approval of an assignment by the Procuring Organisation shall not relieve the Consultant of his obligations under the Contract, neither for the part of the Contract already performed nor the part not assigned.
- 33.4 If the Consultant assigns his Contract, or any part thereof, without authorisation the Procuring Organisation may, without giving formal notice thereof, apply as of right the sanctions for breach of contract.
- 33.5 Assignees must satisfy the eligibility criteria applicable to the award of the Contract.

### **GCC 34: Supply of Information by the Procuring Organisation**

- 34.1 The Procuring Organisation shall furnish the Consultant as soon as possible with any information and/or documentation at its disposal that may be relevant to the performance of the Contract. Such documents shall be returned to the Procuring Organisation on completion of the Services.
- 34.2 The Procuring Organisation shall as far as possible provide the Consultant with any assistance in obtaining information relevant to the Contract that the latter may reasonably request in order to perform the Contract.
- 34.3 The Consultant may request the assistance of the Procuring Organisation in obtaining copies of laws, regulations and information on local customs, orders or by-laws of the Procuring Organisation's country, which may affect the Consultant in the performance of his obligations under the Contract. The Procuring Organisation may provide such assistance requested to the Consultant at the Consultant's cost.

**GCC 35: Audit (Obligation of Consultants)**

- 35.1 The Consultant shall maintain accurate records of the man/days and man/months worked, the direct costs and reimbursable expenses incurred under the Contract.
- 35.2 Accountants of the Procuring Organisation shall, upon reasonable notice, be given unrestricted access to audit these records. The accountants shall keep the records confidential.
- 35.3 Following a verification of the records, the accountants will issue a certificate which shall be conclusive.
- 35.4 The costs of the audit shall be borne by the Procuring Organisation unless the accountants find the Consultant to be in substantial default. If the Consultant is found to be in substantial default the costs of the audit shall be borne by the Consultant.

**GCC 36: Taxation**

The Consultant shall be responsible for complying with the national tax laws applicable to him in respect of revenue received under the Contract.

**GCC 37: Force Majeure**

- 37.1 Neither party shall be considered to be in default or in breach of his obligations under the Contract if the performance of such obligations is prevented by any circumstance of force majeure which arises after the date of notification of award or the date when the Contract becomes effective, whichever is earlier.
- 37.2 In order to rely upon force majeure the Consultant or the Procuring Organisation must show that they were unable to perform the relevant operations within the period laid down as a result of unusual circumstances outside their control, the consequences of which, in spite of the exercise of due care on their part, they could not have avoided except at the cost of excessive sacrifice. For purposes of this clause, those circumstances include any event beyond the control of the Consultant and not involving the Consultant's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Organisation in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 37.3 The Consultant shall not be liable for liquidated damages or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the Contract is the result of an event of force majeure. The Procuring Organisation similarly shall not be liable to payment of interest on delayed payment, for non-performance or for termination by the Consultant for default if, and to the extent that, the Procuring Organisation's delay or other failure to perform its obligations is the result of force majeure.
- 37.4 If either party considers that any circumstances of force majeure have occurred which may affect the performance of his obligations he shall promptly notify the other party, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed the Consultant shall continue to perform his obligations under the Contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of his obligations which are not prevented by the force majeure event. However, the Consultant shall not put into effect such alternative means for performance of his obligations which are not prevented by the force majeure event unless directed to do so by the Procuring Organisation.
- 37.5 If circumstances of force majeure have occurred and continue for a period of 90 days then, notwithstanding any extension of time for completion of the Contract that the Consultant by reason thereof may have been granted, either party shall be entitled to serve upon the other 30 days notice to terminate the Contract. If at the expiry of the period of 30 days force majeure still continues the Contract shall terminate and, in consequence thereof, the parties shall be released from further performance of the Contract.

### **GCC 38: Modifications**

Any modification to the Contract shall be set out in an amendment, which shall be drawn up before the implementation of the modification is begun, and signed by both parties.

### **GCC 39: Medical Insurance Arrangements**

- 39.1 The Consultant shall fulfil all legal obligations of an employer in respect of his personnel working in the context of the Contract. These obligations shall include, in particular, obligations in respect of social security, of medical insurance, and of fiscal and other charges.
- 39.2 The Consultant shall provide guarantees and, on request, evidence that the Consultant and/or his personnel are in good health and are not subject to any disability which may interfere with the performance of the Services.
- 39.3 The Procuring Organisation shall be under no liability in respect of the medical expenses of the Consultant or his personnel.

### **GCC 40: Termination by the Procuring Organisation**

- 40.1 Unless otherwise provided for the Procuring Organisation may, after giving 7 days notice to the Consultant, terminate the Contract in any of the following cases where:
  - 40.1.1 The Consultant fails to perform in strict accordance with the provisions of the Contract.
  - 40.1.2 The Consultant fails to comply within a reasonable time with a notice given by the Authority responsible for acceptance requiring him to make good any neglect or failure to perform his obligations under the Contract which seriously affect the proper and timely performance of the Contract.
  - 40.1.3 The Consultant refuses or neglects to carry out reasonable instructions given by the Procuring Organisation.
  - 40.1.4 The Consultant assigns the Contract or sub-contracts without the authorisation of the Procuring Organisation.
  - 40.1.5 The Consultant becomes bankrupt or insolvent, or has a receiving order made against him, or compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or goes into liquidation.
  - 40.1.6 Any adverse final judgement is made in respect of an offence relating to the professional conduct of the Consultant.
  - 40.1.7 Any other legal disability hindering performance of the Contract occurs.
  - 40.1.8 Any organisational modification occurs involving a change in the legal personality, nature or control of the Consultant, unless such modification is recorded in an endorsement to the Contract signed by the Consultant and the Procuring Organisation.
  - 40.1.9 The Consultant fails to provide the required guarantee or insurance, or if the person providing the guarantee or insurance is not able to abide by his commitment.
- 40.2 Termination shall be without prejudice to any other rights or powers under the Contract for the Procuring Organisation and the Consultant. The Procuring Organisation may, thereafter, conclude any other contract with a third party at the cost of the Consultant. The Consultant's liability for delay in completion shall immediately cease upon termination without prejudice to any liability thereunder that may already have occurred.
- 40.3 The Procuring Organisation, by written notice sent to the Consultant, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that

termination is for the Procuring Organisation 's convenience, the extent to which performance of the Consultant under the contract is terminated, and the date upon which such termination becomes effective.

#### **GCC 41: Duration of Contract and Date of Effect (Effective Date & Commencement Date)**

- 41.1 The duration of the Contract is stated in the Contract, and must be sufficiently long to cover all the paid working days or months.
- 41.2 The duration starts on the date on which the Contract takes effect. The Contract takes effect on the date the Consultant receives the notification of award.

#### **GCC 42: Resolution of Disputes/Arbitration**

- 42.1 Any dispute, controversy or claim arising out of or relating to this Contract, and all its subsequent amendments, including without limitations the formation, validity, binding effect, interpretation, performance, breach or termination, which cannot be amicably settled by the Parties, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as in force on the date on which this Contract is executed.
- 42.2 The Parties agree upon that the appointing authority shall be the International Court of Arbitration of the International Chamber of Commerce of Paris (without administrative services).
- 42.3 The Arbitral Tribunal shall consist of three arbitrators appointed in compliance to the UNCITRAL Arbitration Rules.  
It is hereby agreed that the dispute, controversy or claim shall be decided in accordance with the applicable laws of The Gambia, as well as the trade usages observed and complied within the business community to whom the Parties belong.  
The place of arbitration shall be Banjul, The Gambia and the language to be used in the arbitration proceedings shall be English.
- 42.4 No request for settlement shall be submitted to the arbitrator unless an attempt has first been made to settle the dispute amicably within 120 days of the notification of the complaint or any other period the parties agree upon. The request for arbitration must be submitted within 60 days of the end of the said period of conciliation.
- 42.5 Both parties shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

#### **GCC 43: Liability**

- 43.1 The Consultant shall be liable to the Procuring Organisation for full performance of all obligations resulting from the Contract and shall repair any damage caused to the Procuring Organisation or the persons to whom the Services were provided as a result of any action or omission relating to the performance of the Contract which is attributed to him as a result in particular of his warranty or negligence, errors or omissions.
- 43.2 Within 20 days of signature of the Contract by both parties the Consultant shall take out and maintain a full indemnity insurance policy adequately covering, from the start of performance of the Contract and throughout its duration, civil liability in the event of accidents caused to third parties or the Procuring Organisation and any employee of the Procuring Organisation arising out of the performance of the Contract.
- 43.3 The Procuring Organisation shall undertake no responsibility in respect of any life, health, accident, travel or other insurance which may be necessary or desirable for the personnel of the Consultant or of his sub-Contractors or other independent Contractors for the purposes of the Services, nor for any members of the families of such persons.

#### **GCC 44: Liquidated Damages**

- 44.1 Liquidated damages may be imposed in respect of any replacement of personnel, even if the Procuring Organisation accepts the replacement. Unless otherwise provided for, the damages to be paid shall correspond to 10% of the total amount to be paid to the replaced person. (WHAT IS THE INTENTION OF THIS CLAUSE?) If a new person is appointed, it is assumed they will not be as productive as the originally identified person and thus a loss of efficiency will be compensated to the government at a rate of 10% of salary of the consultant.
- 44.2 Unless otherwise provided for in the Contract liquidated damages for delay in performance shall be calculated at the following daily rate:
- ◆ 4/1000 of the total Contract amount for Contracts of a duration of 6 calendar months or less;
  - ◆ 2/1000 of the total Contract amount for Contracts of a duration of more than 6 calendar months, but not more than 12 months;
  - ◆ 1/1000 of the total Contract amount for Contracts of a duration of more than 12 calendar months;

provided that the liquidated damages to be paid do not exceed 15% of the total Contract amount.

#### **GCC 45: Responsibility of the Consultant towards the Procuring Organisation**

- 45.1 The Consultant shall, at his expense, upon request of the Procuring Organisation, remedy any defect in the performance of the Services in the event of the Consultant's failure to perform his obligations under the Contract.
- 45.2 The Consultant shall indemnify, protect and defend, at his expense, the Procuring Organisation, its agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Consultant in the performance of the Services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trade marks and other forms of intellectual property such as copyrights.
- 45.3 Notwithstanding GCC 45.1 and GCC 45.2 above, the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by:
- a) the Procuring Organisation omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Consultant, or requiring the Consultant to implement a decision or recommendation with which the Consultant disagrees or on which he expresses a serious reservation and which has been put into written form and been communicated to the Procuring Organisation through registered mail or
  - b) the improper execution of the Consultant's instructions by agents, employees or independent Contractors on behalf of the Procuring Organisation.
- 45.4 The Consultant shall remain responsible for any breach of his obligations under the Contract for such period after the Services have been completed as may be determined by the Laws of The Gambia.

#### **GCC 46: Notices**

- 46.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing, by registered letter or by fax to the other party's address.
- 46.2 A notice shall be effective when delivered or on its effective date, whichever is later.

## **SECTION 4. SPECIAL CONDITIONS OF CONTRACT**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding article numbers of the General Conditions of Contract (GCC) are shown in brackets.

### **SCC 1 - Price Adjustment (GCC 28)**

Prices shall be adjusted in accordance with the provisions set out in Attachment I to these SCC.

## Attachment I to the Special Conditions

Article 1 SCC (GCC 28) Price Adjustment:

Prices payable to the Consultant, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labour and material components in accordance with the formula:

$$P_1 = P_0 \left( a + b \frac{L_1}{L_0} + c \frac{M_1}{M_0} \right) - P_0$$

In which:

- $P_1$  = adjustment amount payable to the Consultant  
 $P_0$  = Contract Price (base price)  
 $a$  = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.  
 $b$  = estimated percentage of labour component in the Contract Price  
 $c$  = estimated percentage of material component in the Contract Price  
 $L_0, L_1$  = labour indices applicable to the Contract on the base date and date for adjustment  
 $M_0, M_1$  = material indices for the major raw material as applicable to the Contract on the base date and date for adjustment, respectively.

The coefficients  $a$ ,  $b$ , and  $c$  shall be specified by the Procuring Organisation in the tender documents. The sum of the three coefficients should be one (1) in every application of the formula. The Tenderer shall indicate the source of the indices and the base date indices in its tender. Base date = thirty (30) days prior to the deadline for submission of the tenders. Date of adjustment = \_\_\_\_\_ weeks after commencement of performance of Services.

Either party may invoke the above price adjustment formula subject to the following further conditions:

Price adjustment will be applied only if the resulting increase or decrease is more than two (2) percent of the Contract Price.

No price adjustment shall be allowed beyond the above mentioned date unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Consultant is entirely responsible. The Procuring Organisation will however be entitled to any decrease in the prices of the Services subject to adjustment.

The total adjustment under this Clause shall be subject to a ceiling of plus or minus ten (10) percent of the Contract Price.

If the currency in which the Contract Price  $P^0$  is expressed is different from the currency of the origin of the labour and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.

No price adjustment shall be payable on the portion of the Contract Price paid to the Consultant as advanced payment.

**SECTION 5 FORMS**

**FORM OF BID SECURITY**

**BANK GUARANTEE**

Bank: \_\_\_\_\_ (Name and Identification)

Official Stamp:

To: \_\_\_\_\_ (Name and Address of Procuring Organisation)

Title of Bid: \_\_\_\_\_

Guarantee No. \_\_\_\_\_

We are informed by our client \_\_\_\_\_ (name and address of Bidder) that they have submitted a bid dated \_\_\_\_\_ for the provision of \_\_\_\_\_ (description of services) and have deposited at \_\_\_\_\_ (name and address of the bank) the amount of \_\_\_\_\_ (words) as a Tender Security for the above-referenced Tender.

We hereby undertake to pay \_\_\_\_\_ (the Procuring Entity) the amount stated in this Tender Security where:

1. The Tenderer withdraws his Tender during the tender validity period, or
2. The Tenderer fails or refuses to sign the Contract, having been notified of the acceptance of his Tender, or
3. The Tenderer fails or refuses to provide the Performance Security.

We undertake to pay \_\_\_\_\_ (the Procuring Entity) an amount up to \_\_\_\_\_ (above amount in words) upon receipt of its first written demand and a written statement in detail of the reasons for the demand.

This guarantee will remain valid up to and including thirty days after the tender validity period.

At:

Date:

Name and Title:

Signature:



**FORM OF PERFORMANCE SECURITY**

To: \_\_\_\_\_ [name of Procuring Organisation]

WHEREAS \_\_\_\_\_ [name of Consultant] (hereinafter called "the Consultant") has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of Contract] dated \_\_\_\_\_ to perform \_\_\_\_\_ [description of Services] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Consultant shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultant, up to a total of \_\_\_\_\_ [amount of Guarantee] \_\_\_\_\_<sup>1</sup>[amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of Guarantee] as aforesaid without you needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of you demanding the said debt from the Consultant before presenting us with the demand.

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

\_\_\_\_\_  
Signature and Seal of the Guarantor

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>1</sup> An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract, and denominated in the currency of the Contract.

**FORM OF SECURITY FOR ADVANCE PAYMENT**

BANK GUARANTEE

Bank: \_\_\_\_\_  
\_\_\_\_\_ [Name and Identification]

Official Stamp:

To: \_\_\_\_\_  
\_\_\_\_\_ [Name and Address of Procuring  
Organisation]

Title of Contract: \_\_\_\_\_

Guarantee No. \_\_\_\_\_

In accordance with the provisions of the above-mentioned Contract, the \_\_\_\_\_  
\_\_\_\_\_

[name and address of Consultant] (hereinafter called "the Consultant") shall deposit with \_\_\_\_\_  
\_\_\_\_\_ [name of Procuring  
Organisation] a bank Guarantee to guarantee his proper and faithful performance under the said Contract in an  
amount of \_\_\_\_\_ [amount of Guarantee] \_\_\_\_\_ [amount in  
words].

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

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

This guarantee shall become effective on receipt by the Consultant of the advance payment of \_\_\_\_\_ [amount in words] and shall remain valid until the Procuring Organisation receives full repayment of the same amount from \_\_\_\_\_ [name of Consultant]

\_\_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
[Name of Bank or Financial Institution]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[date]

**NOTIFICATION OF AWARD**

Date: \_\_\_\_\_

Request for Proposal No: \_\_\_\_\_

The \_\_\_\_\_ [name of Procuring Organisation] notifies \_\_\_\_\_ [name and address of successful Bidder] that the Proposal presented on \_\_\_\_\_ [date] for the provision of \_\_\_\_\_ [brief and general description of services] for the total sum of \_\_\_\_\_ [amount in words and figures] is accepted. A Contract Form covering this award is enclosed.

The Bidder \_\_\_\_\_ [name of Bidder] is asked to present to \_\_\_\_\_ [name and address of Procuring Organisation] before \_\_\_\_\_ [date]:

- ◆ The acknowledgement copy of the Contract Form, properly signed;
- ◆ The performance security contemplated in the General Conditions of Contract, duly executed.

\_\_\_\_\_ [Procuring Organisation]

[Name, Signature and Seal]

## SECTION 6. TERMS OF REFERENCE

The terms of reference shall include the following information

- i. The objectives, goals, and scope of the assignment and providing background information (including a list of existing relevant studies and basic data) to facilitate the consultants' preparation of their proposals;
- ii. Outline of any transfer of knowledge or training that is required, including details of number of staff to be trained;
- iii. The services and surveys necessary to carry out the assignment and the expected outputs (for example, reports, data, maps, surveys);
- iv. The location where the services are to be provided and the desired or required time, if any, when the services are to be provided; anticipated date on which the selected bidder shall be expected to commence the assignment;
- v. Details of the services, facilities, equipment, and staff to be provided by the procuring organisation.

**SECTION 6A. TECHNICAL PROPOSAL**  
**ORGANISATION AND METHODS**

**SECTION 7. LIST OF STAFF**

**Curriculum Vitae**

Proposed Position in the Programme:

1. Family name:
2. First names:
3. Date of Birth:
4. Nationality:
5. Civil status:
6. Education

<b>Institution</b>	
Date: from (month/year): to (month/year):	
Degree(s) or Diploma(s) obtained:	

7. Language Skills

<b>Language</b>	<b>Reading</b>	<b>Speaking</b>	<b>Writing</b>

8. Membership of professional bodies:
9. Other skills:
10. Present position:
11. Years within the firm:
12. Key Qualifications: (Relevant to the programme)
13. Specific experience in the Procuring *Organisation's* country:
14. Professional Experience Record:

Date: from (month/year) to (month/year)	
Location	
Company	
Position	
Description	

15. Others:  
Publications:



**SECTION 8. BREAKDOWN OF PRICES**

ITEMS		UNIT	QTY	RATE/UNIT (Currency)	AMOUNTS (Currency)
<b>I</b>	<b>FEES AND DIRECT COSTS</b>				
	<b>A. FEES</b>				
	A.1.1 <u>HONORARIA:</u> LONG TERM EXPERTS SHORT TERM EXPERTS				
	A.1.2 <u>ALLOWANCES</u> DAILY ALLOWANCES HOUSING ALLOWANCES				
	<b>B. DIRECT COSTS</b>				
	SUPPORT STAFF (DRIVERS, INTERPRETERS) SECRETARIAT LOCAL TRAVEL				
	<b>SUB TOTAL I</b>				
<b>II</b>	<b>REIMBURSABLES</b>				
	INTERNATIONAL TRAVELS LUGGAGE EQUIPMENT CONTINGENCIES <sup>2</sup>				
	<b>SUB TOTAL II</b>				
	<b>TOTAL I + II</b>				

<sup>2</sup> Prior approval by the Procuring Organisation is required

**SECTION 9. SERVICE CONTRACT**

Procurement Number: \_\_\_\_\_

Title: \_\_\_\_\_

Maximum Total Amount: \_\_\_\_\_

Duration: \_\_\_\_\_ from date of notification

Procuring Organisation: \_\_\_\_\_

Consultant: \_\_\_\_\_

**SIGNATURES:**

Read and approved  
for the Procuring Organisation

Signed by Consultant

Name and Title: \_\_\_\_\_  
\_\_\_\_\_

Name and title: \_\_\_\_\_  
\_\_\_\_\_

At \_\_\_\_\_

At \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Between \_\_\_\_\_  
hereinafter referred to as the «Procuring Organisation», and \_\_\_\_\_  
hereinafter referred to as the «Consultant».

The following Contract has been agreed:

**Article 1 - General Obligations of the Consultant**

1.1 The Consultant shall carry out the duties entrusted to him by the present Contract loyally and impartially and in accordance with the best professional practices.

1.2 He shall maintain complete independence in relation to all individual organisations or government bodies.

1.3 He may not divulge, or use for his personal profit or for the profit of a third party, any information which he may receive in implementing this Contract.

1.4 He shall supply the Procuring Organisation with whatever information relating to the implementation of this Contract the latter may reasonably request.

1.5 The Consultant undertakes to make every endeavour to maintain the services of nominated individuals whose curricula vitae are attached to the Contract. However, if any member of the Consultant's team for health,

political or any other reason becomes unavailable, the Consultant warrants to provide a replacement at his own cost. Any proposed replacements are subject to the approval of the Procuring Organisation.

1.6 The Consultant hereby declares that he is insured against any claims regarding damages caused to himself, his employees or a third party which may arise in relation to the execution of the present Contract.

1.7 The Consultant specifically declares that he has taken note of these General Obligations, and acknowledges that their fulfilment is an essential requirement of the present Contract.

## **Article 2 - Duration of the Contract and Location of the Services**

2.1 This Contract shall come be effective from the date of its signature by both parties and shall have a duration of \_\_\_\_\_ [indicate duration] calendar months.

2.2 The Services under the Contract are detailed in the Terms of Reference.

## **Article 3 - Organisation and Performance of the Services**

3.1 The Consultant shall provide the Services as specified in the Terms of Reference.

3.2 The Consultant shall provide the administrative and logistical support necessary to carry out the Services.

3.3 The Consultant shall provide the necessary personnel for the proper performance of the Contract according to the List of Staff and shall assume technical responsibility and general supervision for the tasks specified in the Terms of Reference.

## **Article 4 - Reporting and Communications**

4.1 The Consultant shall provide reports as stated in the Terms of Reference.

4.2 All communications relating to the present Contact shall be made by writing to the following addresses:

4.2.1 For the Procuring Organisation

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact: \_\_\_\_\_

Tel.: \_\_\_\_\_

Fax: \_\_\_\_\_

4.2.2. For the Consultant

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact: \_\_\_\_\_

Tel.: \_\_\_\_\_

Fax: \_\_\_\_\_

## Article 5 – Taxation

[For Consultants from the Procuring Organisation's country insert the following article]

5.1 The Consultant and his staff shall pay such taxes, duties, fees and other impositions as may be levied under the law of The Gambia.

[For foreign Consultants insert the following article]

5.1 The Procuring Organisation warrants that the Consultant and his staff shall be exempt from (or that the Procuring Organisation shall pay on behalf of the Consultant and his staff, or shall reimburse the Consultant and his staff for) any taxes, duties, fees, levies and other impositions imposed under the law of The Gambia on the Consultant and his staff in respect of:

- 5.1.1 Any payments whatsoever made to the Consultant and his staff (other than nationals or permanent residents of The Gambia) in connection with the carrying out of the Services;
- 5.1.2 Any equipment, materials and supplies brought into The Gambia by the Consultant or his staff for the purpose of carrying out the Services and which, after having been brought into The Gambia, will subsequently be withdrawn therefrom by the Consultant and/or his staff;
- 5.1.3 Any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Procuring Organisation and which is treated as the property of the Procuring Organisation;
- 5.1.4 Any property brought into The Gambia by the Consultant or his staff (other than nationals or permanent residents of The Gambia) or the eligible dependants of such staff for their personal use and which will subsequently be withdrawn from The Gambia by them upon their respective departure therefrom, provided that:
  - a) The Consultant, his staff and their eligible dependants shall follow the usual customs procedures for importing property into The Gambia; and
  - b) If the Consultant, his staff or their eligible dependants do not withdraw but dispose of any property in The Gambia upon which customs duties and taxes have been exempted, the Consultant or his staff, as the case may be,
    - ◆ Shall bear such customs duties and taxes in conformity with the applicable regulations of The Gambia, or
    - ◆ Shall reimburse them to the Procuring Organisation if they were paid by the Procuring Organisation at the time the property in question was brought into The Gambia.

## Article 6 – Remuneration (Payment/Contract Value)

6.1 In consideration of the execution by the Consultant of the Services specified in this Contract the Procuring Organisation shall pay the Consultant for Services rendered in accordance with the provisions of this Contract.

6.2 The total amount to be paid under the Contract shall not exceed \_\_\_\_\_ [insert amount].

6.3 A detailed Breakdown of Prices is provided in this Contract, and forms an integral part of the present Contract.

6.4 If pursuant to the fiscal legislation to which the Consultant is subject, he should be obliged to pay Value Added Tax for the Services rendered under this Contract, the respective amounts shall be deemed to be included in the Maximum Total Amount of the Contract.

## Article 7 - Payments

7.1 Payment shall be made in \_\_\_\_\_ [state currency].

7.2 Payments shall be made within sixty days of receipt of request for payment and shall be deemed to have been made on the date on which they are debited to the Procuring Organisation's account.

7.3 The Procuring Organisation may, however, after giving notice to the Consultant, defer payment if the Procuring Organisation contests the Services covered by the request for payment or if the vouchers in support of the request are incomplete. Where payment is so deferred the Procuring Organisation shall not be liable to pay interest or indemnities of any kind.

7.4 The Procuring Organisation shall be bound to comply with payment periods only if requests for payment are properly and correctly presented at the address stated in Article 4.2.1 above.

7.5 An advance payment of \_\_\_\_\_ [indicate amount], representing \_\_\_\_\_ % of the fees and direct expenses, shall be payable upon signature of the Contract where so requested in writing by the Consultant, and upon submission of an advance payment security for the full amount of the advance.

7.6 Interim payment(s) of \_\_\_\_\_ [indicate amount], representing \_\_\_\_\_ % of the fees and direct expenses shall be payable upon receipt of an invoice and approval by the Procuring Organisation of the required reports defined in Annex A.

7.7 A final payment, representing up to \_\_\_\_\_ % of the fees and direct expenses shall be payable after final acceptance by the Procuring Organisation of the Services and the Final Report.

7.8 Agreed reimbursable expenses shall be repaid following receipt of an invoice supported with all the necessary vouchers and ticket stubs (original and copies).

## Article 8 - Repayment of Advances

Any advance payment or interim payment(s) made prior to termination of the present Contract shall be deducted from the total sum due on termination. Should such advance or interim payment(s) be in excess of the total sum finally due such excess shall be repaid by the Consultant to the Procuring Organisation in full and within 60 days from the date of request for such repayment.

## Article 9 - Responsibility of the Procuring Organisation

- 9.1 The Procuring Organisation shall in no case, and under no circumstance, be held responsible for claims arising out of the present Contract and relating to damages caused to the Consultant, his employees or a third party.
- 9.2 No request for indemnity or re-instatement relating to such claims may be addressed to the Procuring Organisation.

## Article 10 - Termination

10.1 Notwithstanding the provisions of Article 2, the Procuring Organisation shall be entitled to terminate the present Contract before its natural expiry by serving the Consultant a notice period in accordance with GCC 40 of the General Conditions for Service Contracts. The Consultant will be entitled to receive payment for the assistance provided hereunder until the effective date of termination. Due payments shall be calculated on the basis of appropriate justification (unit rate or reimbursable payments).

10.2 In case of breach of the Contract committed by either of the Parties the Party having suffered said breach will be entitled to terminate the present Contract with immediate effect if the Party in default does not remedy within 15 (fifteen) days of receipt of a warning notice from the other Party.

10.3 Notwithstanding the provisions of Articles 2 and 10.2 above, the Procuring Organisation shall be entitled to terminate the present Contract with immediate effect, if

10.3.1 the Consultant is wound up whether voluntarily or involuntarily, a bankruptcy petition is entered against it, it settles or compounds with its creditors or has a receiver of its assets appointed or sells or disposes of all or substantially all of its assets other than for the purposes of a reorganisation merger, reconstruction or amalgamation previously approved by the Procuring Organisation in writing; or

10.3.2 the Consultant assigns or sub-contracts the present Contract or any part thereof to a third party without the previous written authorisation of the Procuring Organisation.

### **Article 11 - Law of the Contract**

The present Contract shall be subject to the Law of The Gambia.

### **Article 12 - Settlement of Disputes**

Any disputes arising out of or relating to this Contract that cannot be amicably settled will be referred to the exclusive jurisdiction mentioned under GCC 42 of the General Conditions of Contract.

### **Article 13 - General and Final Provisions**

This Contract is composed of this Contract form and its following annexes:

- ◆ Terms of Reference;
- ◆ Technical Proposal - Organisation and Methods;
- ◆ List of Staff;
- ◆ Breakdown of Prices;
- ◆ General Conditions for Service Contracts;
- ◆ Advance Payment Security.

SIGNED \_\_\_\_\_  
FOR: Procuring Organisation

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For: Consultant

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(Witness)

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(Witness)