

**GOVERNMENT OF THE REPUBLIC OF SOUTH
SUDAN**



Standard Request for Proposals

Selection of Consultants

Trial Edition, March 2025

Preface

Procurement of public financed consultancy assignments is carried out in accordance with policies and procedures laid down in the Public Procurement and Disposal of Assets Act, 2018 (hereinafter called PPDA Act 2018) and Public Procurement and Disposal of Assets Regulations, 2024 ((hereinafter called PPDA Regulations 2024).

This Standard Request for Proposal (SRFP) Document has been prepared by the South Sudan Public Procurement and Disposal of Assets Authority for use by Procuring Entities (PEs) in the procurement of consultancy assignment through International Competitive Selection (ICS) and National Competitive Selection (NCS) procedures.

The procedures and practices presented in this document have been developed through broad international experience and are mandatory for use in consultancy assignments that are financed in whole or in part by Government funds in accordance with the provisions of the PPDA Act 2018 and PPDA Regulations, 2024.

To obtain further information on procurement of consultancy assignments financed through public funds, contact:

Executive Director
South Sudan Public Procurement and Disposal of Assets Authority

List of Abbreviations

BDS	Bid Data Sheet
ES	Environmental and Social
FTP	Full Technical Proposal
FY	Financial Year
GCC	General Conditions of Contract
ICS	International Competitive Selection
ITC	Instruction to Consultants
JV	Joint Venture
JVCA	Joint Venture, Consortium, or Association
LOI	Letter of Invitation
NCS	National Competitive Selection
PE	Procuring Entity
SRFP	Standard Request for Proposal
SCC	Special Conditions of Contract
SEA	Sexual Exploitation and Abuse
SH	Sexual Harassment
STP	Simplified Technical Proposal
TOR	Terms of Reference

Guidance Notes on the Use of this Standard Request for Proposal Document

These guidance notes have been prepared by the South Sudan Public Procurement and Disposal of Assets Authority to assist Procuring Entities (PEs) and Consultants to understand the content and the provisions of the Standard Request for Proposal Document for Procurement of Consultancy Assignments under International and National Competitive Selection methods and other procedures as appropriate. The PE should also refer PPDA Act 2018 and PPDA Regulations, 2024

The SRFP Document is based upon internationally acceptable model formats, which have been adapted to suit the needs of procurement within Republic of South Sudan. The SRFP is divided into two parts and has eight (8) sections as outlined below

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Letter of Invitation (LOI)

This Section is a template of a letter from the Client addressed to a shortlisted consulting firm inviting it to submit a proposal for a consulting assignment. The LOI includes a list of all shortlisted firms to whom similar letters of invitation are sent, and a reference to the selection method and applicable guidelines or policies of the financing institution that govern the selection and award process.

Section 2: Instructions to Consultants and Data Sheet

This Section consists of two parts: “Instructions to Consultants” and “Data Sheet”. “Instructions to Consultants” contains provisions that are to be used without modifications. “Data Sheet” contains information specific to each selection and corresponds to the clauses in “Instructions to Consultants” that call for selection-specific information to be added. This Section provides information to help shortlisted consultants prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract.

Section 3: Technical Proposal – Standard Forms

This Section includes the forms for that are to be completed by the shortlisted consultants and submitted in accordance with the requirements of Section 2.

Section 4: Financial Proposal – Standard Forms

This Section includes the financial forms that are to be completed by the shortlisted consultants, including the consultant’s costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2.

Section 5: Eligible Countries

This Section contains information regarding eligible countries.

Section 6: Government Policy – Corrupt and Fraudulent Practices

This Section provides shortlisted consultants with the reference to the Government policy in regard to corrupt and fraudulent practices applicable to the selection process.

Section 7: Terms of Reference (TORs)

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts; and lists the expected deliverables. This Section shall not be used to over-write provisions in Section 2.

PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 8: Standard Forms of Contract

This Section includes two types of standard contract forms for large or complex assignments: a Time-Based Contract and a Lump-Sum Contract. Each type includes General Conditions of Contract (“GCC”) that shall not be modified, and Special Conditions of Contract (“SCC”). The SCC include clauses specific to each contract to supplement the General Conditions.

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: [insert reference number as per procurement plan]

Selection of Consulting Services for: [insert Assignment title]

PE: [insert Name of PE]

Project: [insert project name]

Issued on: [date when sent to shortlisted firms]

PART I

SECTION 1: LETTER OF INVITATION (LOI)

[Insert Name of PE]

[Insert logo]

Proposal No:

For

[Insert title or brief description of the consulting services]

Request for Proposal(s) (RFP)

Date:

1. The Government of the Republic of South Sudan has set aside funds for the operation of the **[insert the name of the PE]** during the financial year **[insert the year under financing]**. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the **[insert the name of the contract]**

or

The **[insert name of PE]** has received/has applied for/intends to apply for a **[loan/credit /grant]** from the **[name of financing institution]** towards the cost of **[insert name of project]**, and it intends to apply part of the proceeds of this **[loan/credit/grant]** to cover eligible payments under the contract for **[insert name/no. of contract / grant]**¹.

2. The **[insert name of PE]** now invites proposals to provide the following consulting services: **[insert name of consulting services assignment]**. More details on the services are provided in the Terms of Reference.
3. This Request for Proposal (RFP) has been addressed to the following short-listed Consultants: **[insert: List of Short-listed Consultants]**

‘It is not permissible to transfer this invitation to any other firm.

4. A firm will be selected under **[insert: Selection Method]** and procedures described in this RFP.

¹**[Insert if applicable].**

5. In addition to the Letter of Invitation, the RFP includes the following documents:

Section 2: Instructions to Consultants (ITC) and Proposal Data Sheet (**PDS**)

Section 3: Technical Proposal – Standard Forms

Section 4: Financial Proposal – Standard Forms

Section 5: Eligible Countries

Section 6: Terms of Reference

Section 7: General Conditions of Contract (**GCC**)

Section 8: Special Conditions of Contract (SCC)

Section 9: Forms of Contract

Section 10: Appendices

6. Please inform us by ***[insert date]***, in writing at ***[insert address]***, by facsimile ***[insert facsimile number]***, or by E-mail ***[insert e-mail address]***:
- (a) that you have received the Letter of Invitation; and
 - (b) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).
7. Details on the proposal's submission date, time and address are provided in Clauses 27 [Proposal Submission] and 28 [Proposal Submission Deadline] of the ITC.

Yours sincerely,

[Insert the title of the Accounting Officer and address of the PE]

Section 2. Instructions to Consultants and Data Sheet

[“Notes to the PE”: this Section 2 - Instructions to Consultants shall not be modified. Any necessary changes, acceptable by the Authority, to address specific PEs and project issues, to supplement, but not over-write, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. “Notes to the PE” should be deleted from the final RFP issued to the shortlisted Consultants].

A. General Provisions

1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of South Sudan, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) “Client” means the PE that signs the Contract for the Services with the selected Consultant.
- (d) “Client’s Personnel” is as defined in Clause GCC 1.1(c).
- (e) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (f) “Contractor” is as defined in Clause GCC 1.1.(e).
- (g) “Contractor’s Personnel” is as defined in Clause GCC 1.1(h).
- (h) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (j) “Day” means a calendar day.
- (k) “**ES**” means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)).
- (l) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (m) “Government” means the government of South Sudan.

- (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (p) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (q) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the PE to the shortlisted Consultants.
- (r) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (s) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (t) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.
- (u) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (v) Sexual Exploitation and Abuse” “(SEA)”* means the following:

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

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- (w) “Sexual Harassment” “(SH)”² is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a

² In the context of supervision of infrastructure contracts (such as Works or Plant) and other consulting services where the social risks are substantial or high, a non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section 3

sexual nature by the Experts with other Experts, Contractor's (if applicable) or Client's Personnel.

- (x) "SRFP" means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (y) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (z) "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the PE and the Consultant, and expected results and deliverables of the assignment..

2. Introduction

- 2.1 The PE named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.
- 2.4 The PE will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the PE's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
 - 3.1.1 The Consultant has an obligation to disclose to the PE any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions. Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

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| <p>a. Conflicting activities</p> | <p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the PE to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p> |
| <p>b. Conflicting assignments</p> | <p>(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another PE.</p> |
| <p>c. Conflicting relationships</p> | <p>(iii) <u>Relationship with the PE's staff:</u> a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the PE. who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable throughout the selection process and the execution of the Contract.</p> |
| <p>4. Unfair Competitive Advantage</p> | <p>4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the PE shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.</p> |
| <p>5. Corrupt and Fraudulent Practices</p> | <p>5.1 The Government of South Sudan requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.</p> <p>5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), sub-contractors, subconsultants, service providers, suppliers, and personnel, to permit the Government of South Sudan to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the PE.</p> |

- 6.
- 6.1 The PE permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for the project, except those declared ineligible in accordance with Section 5- Eligible Countries.
- 6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Government in the Applicable Guidelines.

6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:

a. Sanctions

6.3.1 A firm or an individual sanctioned by the Government of South Sudan in accordance with the above Clause 5.1 or in accordance with Anti-Corruption policy of the Republic of South Sudan shall be ineligible to be awarded a contract, or to benefit from a Government contract, financially or otherwise, during such period of time as the Government shall determine. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.

b. Prohibitions

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

- (a) as a matter of law or official regulations, the Government of South Sudan prohibits commercial relations with that country, provided that the PE is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

c. Restrictions for Government-owned Enterprises

6.3.3 Government-owned enterprises or institutions shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the PE

To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds,

and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

d. Restrictions for public employees

6.3.4 Government officials and civil servants are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Republic of South Sudan, and they

- a) are on leave of absence without pay, or have resigned or retired;
- b) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring (in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and
- c) (iii) their hiring would not create a conflict of interest.

B. Preparation of Proposals

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| 7. General Considerations | 7.1 | In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal. |
| 8. Cost of Preparation of Proposal | 8.1 | The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the PE shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The PE is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant. |
| 9. Language | 9.1 | The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the PE, shall be written in the language(s) specified in the Data Sheet . |
| 10. Documents Comprising the Proposal | 10.1 | The Proposal shall comprise the documents and forms listed in the Data Sheet . |
| | 10.2 | If specified in the Data Sheet , the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and |

		executing a contract, the laws against fraud and corruption (including bribery).
	10.3	The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
11. Only One Proposal	11.1	The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet .
12. Proposal Validity	12.1	Proposals shall remain valid until the date specified in the Data Sheet or any extended date if amended by the PE in accordance with Clause 13.1.1 of this ITC..
	12.2	During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
	12.3	If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.
a. Extension of Validity Period	12.4	The PE will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, the PE may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
	12.5	If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
	12.6	The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
b. Substitution of Key Experts at Validity Extension	12.7	If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the PE together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key

Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

- 12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the PE, such Proposal will be rejected.
- c. Sub-Contracting** 12.9 The Consultant shall not subcontract the whole of the Services.
- 13. Clarification and Amendment of RFP** 13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the PE's address indicated in the **Data Sheet**. The PE will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the PE deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- 13.1.1 At any time before the proposal submission deadline, the PE may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.
- 13.1.2 If the amendment is substantial, the PE may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.
- 13.2 The Consultant may withdraw or submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
- 14. Preparation of Proposals – Specific Considerations** 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:
- 14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the PE prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be

		a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.
	14.1.2	The PE may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the PE's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.
	14.1.3	If stated in the Data Sheet , the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet .
	14.1.4	For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet , and the Financial Proposal shall not exceed this budget.
15. Technical Proposal Format and Content	15.1	The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information shall be declared non-responsive.
	15.1.1	Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.
	15.2	The Consultant is required to submit a Technical Proposal (FTP), using the Standard Forms provided in Section 3 of the RFP.
16. Financial Proposal	16.1	The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet .
	a. Price Adjustment	16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet .
	b. Taxes	16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet . Information on taxes is provided in the Data Sheet .
	c. Currency of Proposal	16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet . If indicated in the Data Sheet ,

the portion of the price representing local cost shall be stated in the national currency.

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| d. Currency of Payment | 16.5 | Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal. |
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C. Submission, Opening and Evaluation

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| 17. | Submission, Sealing, and Marking of Proposals | 17.1 | The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet , the Consultant has the option of submitting its Proposals electronically. |
| | | 17.2 | An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal. |
| | | 17.2.1 | A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. |
| | | 17.3 | Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal. |
| | | 17.4 | The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet . All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail. |
| | | 17.5 | The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked " TECHNICAL PROPOSAL ", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning " DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]. " |
| | | 17.6 | Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked " FINANCIAL PROPOSAL " followed by the name of the assignment, reference number, name and address of |

the Consultant, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”

- 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “**DO NOT OPEN BEFORE** [insert the time and date of the submission deadline indicated in the Data Sheet]”.
- 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the PE will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the PE no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the PE after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

- 18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the PE on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- 18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the PE in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing sanctions procedures.
- 18.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the PE on any matter related to the selection process, it should do so only in writing.

19. Opening of Technical Proposals

- 19.1 The PE shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored in a secure place until they are opened in accordance with Clause 23 of the ITC.

	19.2	At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet .
20. Proposals Evaluation	20.1	Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
	20.2	The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the PE will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
21. Evaluation of Technical Proposals	21.1	The PE's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet . Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet .
22. Financial Proposals for QBS	22.1	Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.
	22.2	If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the PE's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	23.1	After the technical evaluation is completed, the PE shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The PE shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the

			<p>Consultants sufficient time to make arrangements for attending the opening which shall not be sooner than 14 working days. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.</p>
		23.2	<p>The Financial Proposals shall be opened by the PE in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.</p>
24.	Correction of Errors	24.1	<p>Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.</p>
	a. Time-Based Contracts	24.1.1	<p>If a Time-Based contract form is included in the RFP, the PE's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the PE's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.</p>
	b. Lump-Sum Contracts	24.1.2	<p>If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.</p>

25.	Taxes	25.1	The PE's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in accordance with the instructions in the Data Sheet .
26.	Conversion to Single Currency	26.1	For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet .
27. Combined Quality and Cost Evaluation			
	a. Quality- and Cost-Based Selection (QCBS)	27.1	In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet . The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
	b. Fixed-Budget Selection (FBS)	27.2	In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected.
		27.3	The PE will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
	c. Least-Cost Selection		In the case of Least-Cost Selection (LCS), the PE will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.
D. Negotiations and Award			
Negotiations		27.4	The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant. The PE shall prepare minutes of negotiations that are signed by the PE and the Consultant's authorized representative.
	a. Availability of Key Experts	27.5	The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the PE proceeding to negotiate the Contract with the next-ranked Consultant.
		27.6	Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant,

		including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
b. Technical negotiations	27.7	The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the PE's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
c. Financial negotiations	27.8	The negotiations include the clarification of the Consultant's tax liability and how it should be reflected in the Contract.
	27.9	If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.
	27.10	In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the PE may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.
28. Conclusion of Negotiations	28.1	The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the PE and the Consultant's authorized representative.
	28.2	If the negotiations fail, the PE shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the PE shall terminate the negotiations informing the Consultant of the reasons for doing so. The PE will invite the next-ranked Consultant to negotiate a Contract. Once the PE commences negotiations with the next-ranked Consultant, the PE shall not reopen the earlier negotiations.
29. Award of Contract	29.1	After completing the negotiations the PE shall; sign the Contract; publish the award information as per the instructions in the Data Sheet ; and promptly notify the other shortlisted Consultants.

- 29.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.
- 30. Procurement Related Complaint**
- 30.1 The bidder have the right to seek for review of procurement decisions in accordance with the provisions of the Public Procurement and Disposal of Assets Act 2018, and the Public Procurement and Disposal of Assets Regulations 2024, and as provided in the Letter of Intention to Award the Contract

Instructions to Consultants

Data Sheet

[“Notes to PE” shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they should be deleted from the final RFP to be sent to the shortlisted Consultants]

A. General	
ITC Clause Reference	
1 (c)	<i>[Insert the country if it is other than the Republic of South Sudan. Please note that the country of the Applicable Law in the contract form should then be the same]</i>
2.1	Name of the PE: _____ _____ Method of selection: _____ as per
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes _____ No _____ The name of the assignment is: _____
2.3	A pre-proposal conference will be held: Yes _____ or No ____ <i>[If “Yes”, fill in the following:]</i> Date of pre-proposal conference: _____ Time: _____ Address: _____ Telephone: _____ Facsimile: _____ E-mail: _____ Contact person/conference coordinator: <i>[insert name and title]</i> _____
2.4	The PE will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: _____ <i>[list or state “N/A” if none]</i> _____ _____
4.1	<i>[If “Unfair Competitive Advantage” applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the shortlisted Consultants]</i>

6.3.1	A list of debarred firms and individuals is available at
B. Preparation of Proposals	
9.1	This RFP has been issued in the <i>[insert language]</i> .
10.1	<p>The Proposal shall comprise the following:</p> <p>1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 (8) TECH-7 Code of Conduct (ES) [<i>Note to PE: include this for supervision of infrastructure contracts (such as Plant or Works) and for other consulting services where the social risks are substantial or high</i>]: The Consultant shall submit its Code of Conduct that will apply to the Experts, to ensure compliance with the Consultant's Environmental and Social (ES) obligations under the Contract. The Consultant shall use for this purpose the Code of Conduct form in Section 3. No substantial modifications shall be made to this form, except that the Consultant may introduce additional requirements, including as necessary to take into account specific Contract issues/risks. <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal (if applicable):</p> <ol style="list-style-type: none"> (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking (if required under Data Sheet 10.2 below)
10.2	<p>Statement of Undertaking is required</p> <p>Yes _____, or No _____</p> <p><i>[If Yes, make sure to include paragraph (e) in Form TECH-1]</i></p>

11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible Yes _____ or No _____
12.1	Proposals shall be valid until <i>[insert day, month and year]</i> .
13.1	Clarifications may be requested no later than <i>[insert number]</i> days prior to the submission deadline. The contact information for requesting clarifications is: _____ Facsimile: _____ E-mail: _____
14.1.1	Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): Yes _____ or No _____ Or (b) other shortlisted Consultants: Yes _____ or No _____
14.1.2 (do not use for Fixed Budget method)	<i>[If not used, state “Not applicable”. If used, insert the following:</i> Estimated input of Key Experts’ time-input: _____ person-months. <i>[OR]</i> Estimated total cost of the assignment: _____ <i>[Indicate only either time input (in person-month) or total cost, but not both!]</i>
14.1.3 for time- based contracts only	<i>[If not used, state “Not applicable”. If used, insert the following:</i> The Consultant’s Proposal must include <u>the minimum</u> Key Experts’ time-input of _____ person-months. For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows: The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant’s Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.]

14.1.4 and 27.2 use for Fixed Budget method	<p>The total available budget for this Fixed-Budget assignment is: _____ (inclusive or exclusive of taxes). Proposals exceeding the total available budget will be rejected.</p> <p><i>[If inclusive, indicate tax estimates separately]</i></p>
16.1	<p><i>[A <u>sample</u> list is provided below for guidance. Items that are not applicable should be deleted, others may be added. If the PE wants to set up maximum ceilings for unit rates of certain type of expenses, such ceilings should be indicated in the FIN forms:</i></p> <ul style="list-style-type: none"> <i>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i> <i>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</i> <i>(3) cost of office accommodation, including overheads and back-stop support;</i> <i>(4) communications costs;</i> <i>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i> <i>(6) cost of reports production (including printing) and delivering to the PE;</i> <i>(7) other allowances where applicable and provisional or fixed sums (if any)]</i> <i>(8) [insert relevant type of expenses, if/as applicable]</i>
16.2	<p>A price adjustment provision applies to remuneration rates: Yes _____ or No _____</p> <p><i>[Applies to all Time-Based contracts with a duration exceeding 18 months. In exceptional circumstances, can also apply to Lump-Sum contracts assignments longer than 18 months in duration.</i></p> <p><i>[If “Yes”, specify whether it applies to foreign and/or local inflation]</i></p>
16.3	<p>[If the PE has obtained a tax exemption applicable to the Contract, insert “The PE has obtained an exemption for the Consultant from payment of _____ [insert the tax description. E.g., VAT, or local indirect taxes, etc.] [insert reference to the applicable official source that issued an exemption].</p> <p><i>[If there is no tax exemption, insert the following:</i></p>

	<p>“Information on the Consultant’s tax obligations can be found [insert reference to the appropriate official source]. “</p>
16.4	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p>.....</p> <p>The Financial Proposal should state local costs in SSP (local currency): Yes _____ or No _____</p>
<p>C. Submission, Opening and Evaluation</p>	
17.1	<p>The Consultants [insert “shall” or “shall not”] have the option of submitting their Proposals electronically.</p> <p><i>[If “Yes”, insert: The electronic submission procedures shall be: [describe the submission procedure.]</i></p>
17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and _____ [insert number] copies;</p> <p>(b) Financial Proposal: one (1) original.</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date: _____ day/month/year <i>[for example, 15 January 2011]</i></p> <p>Time: _____ <i>[insert time in 24h format, for example, “16:00 local time”]</i></p> <p>_____</p> <p><i>[If appropriate, add translation of the warning marking [“Do not open....”] in the national language to the outer sealed envelope]</i></p> <p>The Proposal submission address is: _____</p> <p>_____</p>
19.1	<p>An online option of the opening of the Technical Proposals is offered: Yes _____ or No _____</p> <p><i>[If yes, insert “The online opening procedure shall be: [describe the procedure for online opening of Technical Proposals.]</i></p> <p>The opening shall take place at:</p> <p><i>[Insert: “same as the Proposal submission address” OR insert and fill in the following:</i></p>

	<p>Street Address: _____ Floor, room number _____ City: _____ Country: _____</p> <p>Date: same as the submission deadline indicated in 17.7. Time: [insert time in 24h format, for example – “16:00 local time”] [The time should be immediately after the time for the submission deadline stated in 17.7]</p>
19.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals _____ [insert “N/A” or state what additional information will be read out and recorded in the opening minutes]</p>
21.1	<p>Criteria, sub-criteria, and point system for the evaluation of Technical Proposals:</p> <p style="text-align: right;"><u>Points</u></p> <p>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment: [0 - 10]</p> <p>(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): [20 - 50] <i>{Notes to Consultant: the PE will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}</i></p> <p>(iii) Key Experts’ qualifications and competence for the Assignment: <i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <p>a) Position K-1: [Team Leader] [Insert points] b) Position K-2: [Insert position title] [Insert points] c) Position K-3: [Insert position title] [Insert points]</p> <p style="text-align: right;">Total points for criterion (iii): [30 - 60]</p> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications (general education, training, and experience): ____ [insert weight between 10 and 20 %]</p> <p>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments) : ____ [insert weight between 60 and 80%]</p>

	<p>3)[<i>If relevant to the task, add the 3d sub-criterion: Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): ____</i> <i>[insert weight between 0 and 10 %]</i></p> <p style="text-align: right;">Total weight: 100%</p> <p>(iv) Transfer of knowledge (training) program (relevance of approach and methodology): <i>[normally, not to exceed 10 points]</i> Total points for criterion (iv): <i>[0 – 10]</i></p> <p>(v) Participation by nationals among proposed Key Experts <i>[0 – 10]</i> <i>[not to exceed 10 points] [Sub-criteria shall not be provided. Calculated as a ratio of the national Key Experts' time-input (in person-months) to the total number of Key Experts' time-input (in person-months) in the Consultant's Technical Proposal]</i></p> <p>Total points for the five criteria: 100</p> <p>.....</p> <p>The minimum technical score (St) required to pass is: ____ <i>[insert number]</i></p> <p><i>[The indicative range is 70 to 85 on a scale of 1 to 100]</i></p>
23.1	<p>An online option of the opening of the Financial Proposals is offered: Yes ____ or No ____.</p> <p><i>[If yes, insert "The online opening procedure shall be: [describe the procedure for online opening of Financial Proposals.]</i></p>
25.1	<p>For the purpose of the evaluation, the PE will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the PE on behalf of the Consultant.</p>
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: _____ <i>[indicate local currency or fully convertible foreign currency]</i></p> <p>The official source of the selling (exchange) rate is: _____</p>

	<p>The date of the exchange rate is: _____</p> <p><i>[The date shall not be earlier than four (4) weeks prior to the deadline for submission of proposals and no later than the date of expiry of the proposal validity specified in accordance with ITC- Data Sheet 12.1.]</i></p>
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p><i>[or replace with another inversely proportional formula acceptable to the PE]</i></p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = _____ <i>[Insert weight]</i>, and</p> <p>P = _____ <i>[Insert weight]</i></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
	D. Negotiations and Award
28.1	<p>Expected date and address for contract negotiations:</p> <p>Date: _____ day/month/year <i>[for example, 15 January 2020]</i></p> <p>Address: _____</p>
30.1	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following:</p> <p>_____ <i>[insert the website(s) address where the information will be published.]</i></p> <p>The publication will be done within <i>[insert number of]</i> days after the contract signing.</p>
30.2	<p>Expected date for the commencement of the Services:</p> <p>Date: _____ <i>[insert month and year]</i> at: _____ <i>[insert location]</i></p>

Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION	<i>Page Limit</i>
TECH-1	Technical Proposal Submission Form.	
TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
TECH-2	Consultant's Organization and Experience.	
TECH-2A	A. Consultant's Organization	
TECH-2B	B. Consultant's Experience	
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the PE.	
TECH-3A	A. On the Terms of Reference	
TECH-3B	B. On the Counterpart Staff and Facilities	
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
TECH-5	Work Schedule and Planning for Deliverables	
TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
TECH-7	Code of Conduct (ES)	

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

Form TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of PE]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”].

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the PE.
- (b) Our Proposal shall be valid and remain binding upon us until [insert day, month and year in accordance with ITC 12.1].
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Government policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Government.

- (f) *[Note to PE: Only if required in ITC10.2 (Data Sheet 10.2), include the following: In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the Republic of South Sudan.]*
- (g) Except as stated in the Data Sheet, Clause 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last [.....] years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in SPP equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., SPP1 mill/SPP0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., SPP0.2 mil/SPP0.2 mil}	{e.g., sole Consultant}

FORM TECH-3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE PE

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the PE, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

FORM TECH-4**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE**

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

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks ***Note to PE: add the following for supervision of infrastructure contracts such as Plant or Works and for other consulting services where the social risks are substantial or high***: “(including on the [environmental and] social aspects)” to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the PE), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}



FORM TECH-5**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

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

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.

FORM TECH-6
TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

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

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
 - 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
 - 3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.
-  Full time input
 Part time input

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

Expert's contact information: (e-mail, phone.....)

Certification:

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

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

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

Signature

Date

FORM TECH-7

[Note to PE: include this requirement for supervision of infrastructure contracts (such as Plant or Works) and for other consulting services where the social risks are substantial or high .]

Note to the Client:

The following minimum requirements shall not be modified. The Client may include additional requirements to address identified issues, informed by relevant environmental and social assessment.

Delete this Box prior to issuance of the RFP.

Note to the Consultant:

The minimum content of the Code of Conduct form as set out by the Client shall not be substantially modified. However, the Consultant may add requirements as appropriate, including to take into account Contract-specific issues/risks.

CODE OF CONDUCT FOR EXPERTS (ES) FORM

We are the Consultant, [enter name of Consultant]. We have signed a contract with [enter name of PE] for [enter description of the Services]. These Services will be carried out at [enter the Site and other locations where the Services will be carried out, as appropriate]. Our contract requires us to implement measures to address environmental and social risks related to the Services, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Services. It applies to all Experts in places where the Services are being carried out.

This Code of Conduct identifies the behavior that we require from all Experts.

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

REQUIRED CONDUCT

Experts shall:

1. carry out his/her duties competently and diligently;

2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Experts and any other person;
3. maintain a safe working environment including, as applicable, by:
 - a. ensuring that workplaces, equipment and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment; and
 - c. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, Contractor's Personnel (if applicable) or PE's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the PE, or who makes use of grievance mechanism for Experts, if any, or the project's Grievance Redress Mechanism.

RAISING CONCERNS

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

1. Contact [*enter name of the Consultant's social expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Consultant to handle these matters*] in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Consultant's hotline (*if any*) and leave a message.

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact *[enter name of Consultant's contact person(s) with relevant experience]* requesting an explanation.

Name of Expert: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Consultant:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM
BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS
CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

(1) Examples of sexual exploitation and abuse include, but are not limited to:

- An Expert tells a member of the community that he/she can get them jobs related to the Services (e.g. cooking and cleaning) in exchange for sex.
- An Expert that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- An Expert rapes, or otherwise sexually assaults a member of the community.
- An Expert denies a person access to the Site unless he/she performs a sexual favor.
- An Expert tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) Examples of sexual harassment in a work context

- An Expert comment on the appearance of another Expert (either positive or negative) and sexual desirability.
- When An Expert complains about comments made by another Expert on his/her appearance, the other Expert comment that he/she is “asking for it” because of how he/she dresses.
- Unwelcome touching of an Expert or Employer’s Personnel by another Expert.
- An Expert tells another Expert that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

Section 4. Financial Proposal - Standard Forms

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

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

- | | |
|-------|--|
| FIN-1 | Financial Proposal Submission Form |
| FIN-2 | Summary of Costs |
| FIN-3 | Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method |
| FIN-4 | Reimbursable expenses |

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of PE]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, *[Insert “including” or “excluding”] of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet.* The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, until *[insert day, month and year in accordance with ITC 12.1]*.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

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

FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (16.4 Data Sheet)}
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(i) {insert type of tax e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
Total Estimate for Indirect Local Tax:				

Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).

FORM FIN-3 BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the PE. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Remuneration _____								
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
_____	Key Experts							
K-1	_____	_____	[Home]	_____	_____	_____	_____	_____
	_____	_____	[Field]	_____	_____	_____	_____	_____
K-2	_____	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____	_____
_____	Non-Key Experts							
N-1	_____	_____	[Home]	_____	_____	_____	_____	_____
N-2	_____	_____	[Field]	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____	_____
	Total Costs				_____	_____	_____	_____

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The PE is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
 - (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
 - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
 - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
 - (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{Total Days Leave} \times 100}{[365 - w - ph - V - S]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the PE is not charged for the leave taken.

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The PE does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

**Consultant's Representations Regarding Costs and Charges
(Model Form I)**

(Expressed in {insert name of currency*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges ¹	Overhead ₁	Subtotal	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Client's Country									

{* If more than one currency is used, use additional table(s), one for each currency}

1. Expressed as percentage of 1
2. Expressed as percentage of 4

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

B. Reimbursable Expenses								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem allowances**}	{Day}						
	{e.g., International flights}	{Ticket}						
	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction of reports}							
	{e.g., Office rent}							
							
	{Training of the PE's personnel – if required in TOR}							
Total Costs								

Legend:

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

Section 5. Eligible Countries

In reference to ITC6.3.2, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): _____ [list country/countries to apply the restriction *or* state “none”]

Under the ITC 6.3.2 (b): _____ [list country/countries *or* indicate “none”]

Section 6. Corrupt and Fraudulent Practices

UNDERTAKING BY BIDDER ON ANTI – BRIBERY POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME

Each Bidder must submit a statement, as part of the bid documents, in either of the two given formats which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the tendering company and, where relevant, of its subsidiary in the United Republic of South Sudan. If a tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.

MEMORANDUM (Format 1)

This company _____ *[name of company]* places importance on competitive tendering taking place on a basis that is free, fair, competitive and not open to abuse. It is pleased to confirm that it will not offer or facilitate, directly or indirectly, any improper inducement or reward to any public officer their relatives or business associates, in connection with its bid, or in the subsequent performance of the contract if it is successful.

This company has an Anti-Bribery Policy/Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects, or contract including agents, consultants, consortium partners, sub- contractors and suppliers. Copies of our Anti-Bribery Policy/Code of Conduct and Compliance Program are attached³.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

³Signing of this memorandum is not sufficient if it is not accompanied by the Anti-bribery Policy/Code of Conduct and Compliance programme of the Bidder. For bids submitted by the JVCA each member must submit its Anti-bribery Policy/Code of Conduct and Compliance programme

MEMORANDUM (Format 2)

This company _____ *[name of company]* has issued, for the purposes of this tender, a Compliance Program copy attached⁴ - which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

⁴Signing of this memorandum is not sufficient if it is not accompanied by the Anti-bribery Policy/Code of Conduct and Compliance programme of the Bidder. For bids submitted by the JVCA each member must submit its Anti-bribery Policy/Code of Conduct and Compliance programme

Section 7. Terms of Reference

[Sample outline:

[Sample outline:

1. Background _____

2. Objective(s) of the Assignment _____

3. Scope of Services, Tasks (Components) and Expected Deliverables

3.1 _____

3.2 [indicate if downstream work is required]

3.3 [indicate if training is a specific component of the assignment]

3.4

3.5 [Note to PE: For ES, the scope of services of the consultant for infrastructure contracts (such as Plant or Works) supervision should be based on the following (modify as appropriate).]:

Ensure that the Contractor delivers its ES obligations under its contract. This includes, but is not limited to the following:

- (i) review the Contractor's Environment and Social Management Plan (C-ESMP), including all updates and revisions at frequencies specified in the Contractor's contract (normally not less than once every 6 months);*
- (ii) review all other applicable contractor's documents related to ES aspects including the health and safety manual, security management plan and SEA and SH prevention and response action plan;*
- (iii) review and consider the ES risks and impacts of any design change proposals and advise if there are implications for compliance with ESIA, ESMP, consent/permits and other relevant project requirements;*
- (iv) undertake, as required, audits, supervisions and/or inspections of any sites where the Contractor is undertaking activities under its contract , to verify the Contractor's compliance with ES requirements (including, where appropriate, its SEA and SH prevention and response obligations);*
- (v) undertake audits and inspections of Contractor's accident logs, community liaison records, monitoring findings and other ES related documentation, as necessary, to confirm the Contractor's compliance with ES requirements;*
- (vi) agree remedial action/s and their timeframe for implementation in the event of a noncompliance with the Contractor's ES obligations;*
- (vii) ensure appropriate representation at relevant meetings including site meetings, and progress meetings to discuss and agree appropriate actions to ensure compliance with ES obligations;*

- (viii) *check that the Contractor's actual reporting (content and timeliness) is in accordance with the Contractor's contractual obligations;*
- (ix) *review and critique, in a timely manner, the Contractor's ES documentation (including regular reports and incident reports) regarding the accuracy and efficacy of the documentation;*
- (x) *undertake liaison, from time to time and as necessary, with project stakeholders to identify and discuss any actual or potential ES issues;*
- (xi) *establish and maintain a grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of SEA and/or SH.*
- (xii) *[add any other tasks as appropriate, ensuring consistency with the Consultant's contract conditions and the Contractor's contract].*

4. Team Composition & Qualification Requirements for the Key Experts (and any other requirements which will be used for evaluating the Key Experts under Data Sheet 21.1 of the ITC)

[Note to PE: For supervision of infrastructure (such as Plant or Works) contracts: include among the Key Experts, key personnel with sufficient qualifications and experience to supervise Environmental and Social obligations of the Contractor. Where a Project SEA risks are assessed to be substantial or high, Key Experts shall include an expert(s) with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases. The same expert positions should be included for evaluation in ITC 21.1].

5. Reporting Requirements and Time Schedule for Deliverables

[As a minimum, list the following:

- (a) format, frequency, and contents of reports;*
- (b) number of copies, and requirements to electronic submission (or on CD ROM). Final reports shall be delivered in CD ROM in addition to the specified number of hard copies;*
- (c) dates of submission;*
- (d) persons (indicate names, titles, submission address) to receive them; etc.*

*If the Services consist of or include the **supervision of infrastructure (such as Plant or Works)**, include the following on ES reporting:*

- (e) Immediately notify the PE of any failure by the Contractor to comply with its SEA and SH obligations;*
- (f) Immediately notify the PE of any allegation, incident or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, PE's Personnel, Contractor's Personnel or Experts. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information. The Consultant shall provide full details of such incidents or accidents to the PE within the timeframe agreed with the PE;*
- (g) Immediately inform and share with the PE notifications on ES incidents or accidents provided to the Consultant by the Contractor, and as required of the Contractor as part of the Progress Reporting;*

(h) Share with the PE in a timely manner the Contractor's ES metrics, as required of the Contractor as part of the Progress Reports."

6. PE's Input and Counterpart Personnel

(a) Services, facilities and property to be made available to the Consultant by the PE:
_____ *[list/specify]*

(b) Professional and support counterpart personnel to be assigned by the PE to the Consultant's team: _____ *[list/specify]*

7. Environmental and Social Policy

[Note to PE: for supervising infrastructure (such as Plant or Works) contracts:

The PE should attach or refer to the PE's environmental, social, health and safety policies that will apply to the project. If these are not available, the PE should use the following guidance in drafting an appropriate policy..

SUGGESTED CONTENT FOR AN ENVIRONMENTAL AND SOCIAL POLICY (STATEMENT)

The policy goal, as a minimum, should be stated to integrate environmental protection, occupational and community health and safety, gender, equality, child protection, vulnerable people (including those with disabilities), sexual harassment, gender-based violence, sexual exploitation and abuse), HIV/AIDS awareness and prevention and wide stakeholder engagement in the planning processes, programs, and activities of the parties involved.

The policy shall include a statement that, for the purpose of the policy and/or code of conduct, the term "child" / "children" means any person(s) under the age of 18 years.

The policy should, as far as possible, be brief but specific and explicit, and measurable, to enable reporting of compliance with the policy and reporting requirement.

As a minimum, the policy is set out to the commitments to:

- 1. apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;*
- 2. provide and maintain a healthy and safe work environment and safe systems of work;*
- 3. protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;*
- 4. be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for gender-based violence, inhumane treatment, sexual exploitation, sexual abuse, sexual activity with children, and sexual harassment;*
- 5. incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development under the project;*
- 6. work co-operatively, including with end users, relevant authorities, contractors and local*

communities;

7. *engage with and listen to affected persons and organizations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;*
8. *provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation, and protects whistleblowers;*
9. *minimize the risk of HIV transmission and to mitigate the effects of HIV/AIDS associated with the implementation of the project ;*

The policy should be signed by the senior manager of the PE. This is to signal the intent that it will be applied rigorously.

8. _____]

PART II

Section 8. Conditions of Contract and Contract Forms

Foreword

1. Part II includes two types of standard Contract forms for Consulting Services (a Time-Based Contract and a Lump-Sum Contract).
2. **Time-Based Contract.** This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise the Consultant and to be involved in the daily execution of the assignment.
3. **Lump-Sum Contract.** This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Client is paramount.
4. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. These standard Contract forms are to be used for complex and/or large value assignments, and/or for contracts above SPP300,000 equivalent or more unless.

STANDARD FORM OF CONTRACT

Consultant's Services
Time-Based

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Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

CONTRACT FOR CONSULTANT'S SERVICES

Time-Based

Project Name _____

[Loan/Credit/Grant] No. _____

Contract No. _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

I. Form of Agreement

TIME-BASED

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

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

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]*

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has committed funds towards eligible payments under this Contract, it being understood that such payments will be subject, in all respects, to the terms and conditions of the Contract providing for the funds and that no party other than the Client shall derive any rights from the Contract providing for the funds or have any claim to the funds proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

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

- (a) The General Conditions of Contract (including Attachment 1 Corrupt and Fraudulent Practices);
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A:	Terms of Reference
Appendix B:	Key Experts
Appendix C:	Remuneration Cost Estimates
Appendix D:	Reimbursables Cost Estimates
Appendix E:	Form of Advance Payments Guarantee

Appendix F Code of Conduct (ES) **[Note to Client: to be included for supervision of infrastructure contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high]**

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E; and Appendix F **[Note to Client: to be included for supervision of infrastructure (such as Plant or Works) contracts and for other consulting service where the social risks are substantial or high]**. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

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

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

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

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) “Applicable Law” means the laws of Republic of South Sudan, or such other laws as may be specified in the **Special Conditions of Contract (SCC)**,
 - (b) “Client” means the Procuring Entity that signs the Contract for the Services with the Selected Consultant.
 - (c) **Client’s Personnel**” refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client’s obligations under the Contract; and any other personnel identified as Client’s Personnel, by a notice from the Client to the Consultant.
 - (d) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - (e) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - (f) **“Contractor”** if applicable, means the person named as contractor in the contract to be supervised by the Consultant (if applicable).
 - (g) **“Contractor’s Personnel”** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).
 - (h) “Day” means a working day unless indicated otherwise.
 - (i) **“ES”** means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)).
 - (j) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
 - (k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s)

assigned by the Consultant to perform the Services or any part thereof under the Contract.

- (l) “Foreign Currency” means any currency other than the currency of the Republic of South Sudan.
- (m) “GCC” means these General Conditions of Contract.
- (n) “Government” means the government of South Sudan.
- (o) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (p) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (q) “Local Currency” means South Sudanese pound.
- (r) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (s) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (t) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (u) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (v) “**Sexual Exploitation and Abuse**” “(SEA)” means the following:
 - Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
 - Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- (w) **Sexual Harassment** “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a

sexual nature by the Experts with other Experts, Contractor's (if applicable) or Client's Personnel.

- (x) **"Site"** (if applicable) means the land and other places where works are to be executed and/or facilities to be installed, and such other land or places as may be specified in the Contractor's contract as forming part of the Site.
- (y) **"Sub-consultants"** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (z) **"Third Party"** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

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

3. Law Governing Contract

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

4. Language

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

5. Headings

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

6. Communications

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

7. Location

- 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations as the Client may approve.

- | | |
|---|--|
| 8. Authority of Member in Charge | 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client. |
| 9. Authorized Representatives | 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC . |
| 10. Fraud and Corruption | <p>10.1. The Government of South Sudan requires that Clients, as well as Consultants shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds..</p> <p>10.2 In pursuance of this requirement, the Client shall:</p> <ul style="list-style-type: none">(a) exclude the Consultant from participation in the procurement proceedings concerned or reject a proposal for award; and(b) declare the Consultant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public fund; <p>if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public fund.</p> <p>10.3 For the purposes of this Contract, the terms:</p> <ul style="list-style-type: none">(a) <i>"corrupt practice"</i> means offering, giving, or promising to give, directly or indirectly, to any officer or employee the Client or other governmental/private authority or any individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, the Client in connection with the procurement proceeding or contract implementation;(b) <i>"fraudulent practice"</i> means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Client,(c) <i>"coercive practice"</i> means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.(d) <i>"obstructive practice"</i> means acts intended to materially impede access to required information in exercising a duty under the contract; |

- | | | |
|--------------------------------|------|--|
| a. Commissions and Fees | 10.4 | The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract. |
|--------------------------------|------|--|

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- | | | |
|--|-------|---|
| 11. Effectiveness of Contract | 11.1. | This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met. |
| 12. Termination of Contract for Failure to Become Effective | 12.1. | If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC , either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| 13. Commencement of Services | 13.1. | The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC . |
| 14. Expiration of Contract | 14.1. | Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC . |
| 15. Entire Agreement | 15.1. | This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. |
| 16. Modifications or Variations | 16.1. | Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. |
| | 16.2. | In cases of substantial modifications or variations, the prior written consent of the Client is required. |

17. Force Majeure

a. Definition

17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

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

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

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

- 17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- 17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49& 50.
- 18. Suspension**
- 18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.
- 19. Termination**
- 19.1 This Contract may be terminated by either Party as per provisions set up below:
- a. By the Client**
- 19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):
- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
 - (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit

of debtors or go into liquidation or receivership whether compulsory or voluntary;

- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 50.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 if the Consultant, in the judgment of the Client has engaged in Fraud and Corruption, as defined in paragraph 1.23 of Attachment 1 to the GCC, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the
Consultant**

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 50.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer

period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

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| c. | Cessation of Rights and Obligations | 19.1.4 | Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law. |
| d. | Cessation of Services | 19.1.5 | Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28. |
| e. | Payment upon Termination | 19.1.6 | <p>Upon termination of this Contract, the Client shall make the following payments to the Consultant:</p> <ul style="list-style-type: none"> (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43; (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts. |

C. OBLIGATIONS OF THE CONSULTANT

20. General

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| <p>a. Standard of Performance</p> | <p>20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.</p> <p>20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.</p> <p>20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.</p> |
| <p>b. Law Applicable to Services</p> | <p>20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.</p> <p>20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Government of South Sudan when</p> <div style="margin-left: 40px;"> <p>(a) as a matter of law or official regulations, the government of South Sudan prohibits commercial relations with that country; or</p> <p>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of South Sudan prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</p> </div> <p>20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.</p> |

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| <p>21. Conflict of Interests</p> | <p>21.1</p> | <p>The Consultant shall hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p> |
| <p>a. Consultant Not to Benefit from Commissions, Discounts, etc.</p> | <p>21.1.1</p> | <p>The payment of the Consultant pursuant to GCC (Clauses 42 through 47) shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.</p> |
| | <p>21.1.2</p> | <p>Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.</p> |
| <p>b. Consultant and Affiliates Not to Engage in Certain Activities</p> | <p>21.1.3</p> | <p>The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.</p> |
| <p>c. Prohibition of Conflicting Activities</p> | <p>21.1.4</p> | <p>The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p> |
| <p>d. Strict Duty to Disclose Conflicting Activities</p> | <p>21.1.5</p> | <p>The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p> |

22. Confidentiality	22.1	Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
23. Liability of the Consultant	23.1	Subject to additional provisions, if any, set forth in the SCC , the Consultant's liability under this Contract shall be as determined under the Applicable Law.
24. Insurance to be Taken out by the Consultant	24.1	The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC , and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
25. Accounting, Inspection and Auditing	25.1	The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.
	25.2.	Pursuant to paragraph 1.23 (e) of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Government of South Sudan and/or persons appointed by the Government of South Sudan to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Government of South Sudan.
26. Reporting Obligations	26.1	The Consultant shall submit to the Client the reports and documents specified in Appendix A , in the form, in the numbers and within the time periods set forth in the said Appendix.
27. Proprietary Rights of the Client in Reports and Records	27.1	Unless otherwise indicated in the SCC , all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such

documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

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

28. Equipment, Vehicles and Materials

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

29. Code of Conduct

- 29.1 If specified in the SCC, the Consultant shall have a Code of Conduct for Experts (ES).
- The Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.
- These measures include providing instructions and documentation that can be understood by the Experts and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.
- The Consultant shall also ensure that the Code of Conduct is visibly displayed in locations where the Services are provided, including if applicable, on the Site, as well as in areas outside the Site accessible to the local community and project affected people. The posted

Code of Conduct shall be provided in languages comprehensible to Experts, Contractor's Personnel, Client's Personnel and the local community if applicable

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

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| 30. Description of Key Experts | 30.1 | The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix B . |
| | 30.2 | If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 42.2. |
| | 30.3 | If additional work is required beyond the scope of the Services specified in Appendix A , the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 42.2, the Parties shall sign a Contract amendment. |
| 31. Replacement of Key Experts | 31.1 | Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts. |
| | 31.2 | Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration. |
| 32. Approval of Additional Key Experts | 32.1 | If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client. |

		The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.
33. Removal of Experts or Sub-consultants	33.1	If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.
	33.2	In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
	33.3	Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
34. Replacement/ Removal of Experts – Impact on Payments	34.1	Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.
35. Working Hours, Overtime, Leave, etc.	35.1	Working hours and holidays for Experts are set forth in Appendix B . To account for travel time to/from South Sudan, experts carrying out Services inside South Sudan shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from South Sudan as is specified in Appendix B .
	35.2	The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B , and the Consultant's remuneration shall be deemed to cover these items.
	35.3	Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. OBLIGATIONS OF THE CLIENT

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| 36. Assistance and Exemptions | <p>36.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:</p> <ul style="list-style-type: none">(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.(b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in South Sudan while carrying out the Services under the Contract.(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.(d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.(e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in South Sudan according to the applicable law in the country.(f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the country, of bringing into South Sudan reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.(g) Provide to the Consultant any such other assistance as may be specified in the SCC. |
| 37. Access to Project Site | <p>37.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the</p> |

		Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.
38. Change in the Applicable Law Related to Taxes and Duties	38.1	If, after the date of this Contract, there is any change in the applicable law in South Sudan with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.2.
39. Services, Facilities and Property of the Client	39.1	The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A .
	39.2	In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A , the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 42.3.
40. Counterpart Personnel	40.1	The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix A .
	40.2	If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix A , the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 42.3.
	40.3	Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of

such member, and the Client shall not unreasonably refuse to act upon such request.

- 41. Payment Obligation** 41.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

- 42. Ceiling Amount** 42.1 An estimate of the cost of the Services is set forth in **Appendix C** (Remuneration) and **Appendix D** (Reimbursable expenses).
- 42.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**.
- 42.3 For any payments in excess of the ceilings specified in GCC42.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.
- 43. Remuneration and Reimbursable Expenses** 43.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.
- 43.2 All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.
- 43.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.
- 43.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.
- 43.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.

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| 44. Taxes and Duties | <p>44.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.</p> <p>44.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.</p> |
| 45. Currency of Payment | <p>45.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.</p> |
| 46. Mode of Billing and Payment | <p>46.1 Billings and payments in respect of the Services shall be made as follows:</p> <ul style="list-style-type: none">(a) <u>Advance payment.</u> Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.(b) <u>The Itemized Invoices.</u> As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.(c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the |

Consultant, the Client may add or subtract the difference from any subsequent payments.

- (d) *The Final Payment* .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

47. Interest on Delayed Payments

- 47.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

G. FAIRNESS AND GOOD FAITH

48. Good Faith

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

H. SETTLEMENT OF DISPUTES

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| 49. Amicable Settlement | <p>49.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.</p> <p>49.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 50.1 shall apply.</p> |
| 50. Dispute Resolution | <p>50.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.</p> |

III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	<p>The Contract shall be construed in accordance with the law of <i>[insert country name]</i>.</p> <p>[</p>
4.1	<p>The language is: _____ <i>[insert the language]</i>.</p>
6.1 and 6.2	<p>The addresses are:</p> <p>Client : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted): _____</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A";</i> <i>OR</i> <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: <i>[name, title]</i> _____</p> <p>For the Consultant: <i>[name, title]</i> _____</p>
11.1	<p><i>[Note: If there are no effectiveness conditions, state "N/A"]</i></p>

	The effectiveness conditions are the following: <i>[insert "N/A" or list the conditions]</i>
12.1	Termination of Contract for Failure to Become Effective: The time period shall be _____ <i>[insert time period, e.g.: four months].</i>
13.1	Commencement of Services: The number of days shall be _____ <i>[e.g.: ten].</i> Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be _____ <i>[insert time period, e.g.: twelve months].</i>
21 b.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 Yes _____ No _____

23.1	<p>No additional provisions.</p> <p><i>[OR:</i></p> <p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p style="padding-left: 40px;">(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p style="padding-left: 40px;">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the [insert "Applicable Law",].</p> <p><i>[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client prior to accepting any changes to what was included in the issued RFP.</i></p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Note: Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of _____ [insert amount and currency which should be not less than the total ceiling amount of the Contract];</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in South Sudan by the Consultant or its Experts or Sub-consultants, with a minimum coverage of [insert amount and currency or state "in accordance with the applicable law in South Sudan"];</p>

	<p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state “in accordance with the applicable law in South Sudan”]</i>;</p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in South Sudan, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.1	<i>[If applicable, insert any exceptions to proprietary rights provision_____]</i>
27.2	<p><i>[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p><i>[The Consultant shall not use these [insert what applies..... documents and software.....] for purposes unrelated to this Contract without the prior written approval of the Client.]</i></p> <p>OR</p> <p><i>[The Client shall not use these [insert what applies.....documents and software.....] for purposes unrelated to this Contract without the prior written approval of the Consultant.]</i></p> <p>OR</p> <p><i>[Neither Party shall use these [insert what applies.....documents and software.....] for purposes unrelated to this Contract without the prior written approval of the other Party.]</i></p>
29.	<p>The Consultant is “required” / “not required” [select option as applicable] to have a Code of Conduct for Experts (ES).</p> <p><i>[Note to Client: Consultants are required to have a Code of Conduct for experts (ES) for supervision of infrastructure contracts (such as Plant or Works) and for other consulting services where the social risks are substantial or high]</i></p>

33.	<p><i>[Note to Client: include the following for supervision of infrastructure contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high , otherwise delete.]</i></p> <p>Insert the following as Sub-Paragraph 33.3 and renumber original Sub-Paragraph 33.3 as Sub-Paragraph 33.4:</p> <p>“33.3 Experts or Subconsultants who are found to be in breach of the Consultant’s Code of Conduct (ES) (including on sexual harassment, sexual exploitation and sexual abuse) shall be replaced by the Consultant, or at the Client’s written request.”</p>
36.1 (a) through (f)	<p><i>[List here any changes or additions to Clause GCC 36.1. If there are no such changes or additions, delete this Clause SCC 36.1.]</i></p>
36.1(f)	<p><i>[List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 36.1(f).]</i></p>
42.2	<p>The ceiling in foreign currency or currencies is: _____ <i>[insert amount and currency for each currency] [indicate: inclusive or exclusive] of local indirect taxes.</i></p> <p>The ceiling in local currency is: _____ <i>[insert amount and currency] [indicate: inclusive or exclusive] of local indirect taxes.</i></p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: “be paid” or “reimbursed”]</i> by the Client <i>[insert as appropriate: “for” or “to”]</i> the Consultant.</p> <p>The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.]</i></p>
43.3	<p>Price adjustment on the remuneration <i>[insert “applies” or “does not apply”]</i></p> <p><i>[If the Contract is less than 18 months, price adjustment does not apply.</i></p> <p><i>If the Contract has duration of more than 18 months, a price adjustment provision on the remuneration for foreign and/or local inflation shall be included here. The adjustment should be made every 12 months after the date of the contract for remuneration in foreign currency and – except if there is very high inflation in the country, in which case more frequent adjustments should be provided for – at the same intervals for remuneration in local currency. Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency</i></p>

(which normally is the country of the Consultant) and remuneration in local currency by using the corresponding index for the Client's country. A sample provision is provided below for guidance:

Payments for remuneration made in [foreign and/or local] currency shall be adjusted as follows:

- (1) Remuneration paid in foreign currency on the basis of the rates set forth in **Appendix C** shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:

$$R_f = R_{fo} \times \frac{I_f}{I_{fo}} \quad \{ \text{or} \quad R_f = R_{fo} \times \left[0.1 + 0.9 \frac{I_f}{I_{fo}} \right] \}$$

where

R_f is the adjusted remuneration;

R_{fo} is the remuneration payable on the basis of the remuneration rates (**Appendix C**) in foreign currency;

I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and

I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.

The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_f and I_{fo} in the adjustment formula for remuneration paid in foreign currency: *[Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency, e.g. "Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics"]*

- (2) Remuneration paid in local currency pursuant to the rates set forth in **Appendix D** shall be adjusted every *[insert number]* months (and, for the first time, with effect for the remuneration earned in the *[insert number]* the calendar month after the date of the Contract) by applying the following formula:

$$R_l = R_{lo} \times \frac{I_l}{I_{lo}} \quad \{ \text{or} \quad R_l = R_{lo} \times \left[0.1 + 0.9 \frac{I_l}{I_{lo}} \right] \}$$

where

R_l is the adjusted remuneration;

	<p>R_{lo} is the remuneration payable on the basis of the remuneration rates (Appendix D) in local currency; I_l is the official index for salaries in South Sudan for the first month for which the adjustment is to have effect; and I_{lo} is the official index for salaries in the South Sudan for the month of the date of the Contract.</p> <p>The Client shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_l and I_{lo} in the adjustment formula for remuneration paid in local currency: <i>[Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency]</i></p> <p>(3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor X_o/X. X_o is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract. X is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.</p>
44.1 and 44.2	<p>The Client warrants that <i>[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract's negotiations (Form FIN-2, part B "Indirect Local Tax – Estimates"):</i></p> <p><i>If ITC16.3 indicates a tax exemption status, include the following: “the Consultant, the Sub-consultants and the Experts shall be exempt from”</i></p> <p><i>OR</i></p> <p><i>If ITC16.3 does not indicate the exemption and, depending on whether the Client shall pay the withholding tax or the Consultant has to pay, include the following:</i></p> <p>“the Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts,” OR “the Client shall reimburse the Consultant, the Sub-consultants and the Experts”]</p> <p>any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in South Sudan, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of South Sudan), in connection with the carrying out of the Services;</p>

	<p>(b) any equipment, materials and supplies brought into South Sudan by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into South Sudan by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of South Sudan), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from South Sudan, provided that:</p> <ul style="list-style-type: none"> (i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of South Sudan in importing property into the country; and (ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in South Sudan upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of South Sudan, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into South Sudan.
45.1	<p>The currency [currencies] of payment shall be the following: <i>[list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2]</i></p>
46.1(a)	<p><i>[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]</i></p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment [of <i>[insert amount]</i> in foreign currency] [and of <i>[insert amount]</i> in local currency] shall be made within <i>[insert number]</i> days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first <i>[insert number]</i> months of the Services until the advance payment has been fully set off.</p>

	(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.
46.1(b)	<p><i>[Delete this Clause SCC 46.1(b) if the Consultant shall have to submit its itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals:</i></p> <p>The Consultant shall submit to the Client itemized statements at time intervals of _____ [e.g. “every quarter”, “every six months”, “every two weeks”, etc.].</p>
46.1(e)	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>
47.1	The interest rate is: <i>[insert rate]</i> .
50.	<p><i>[In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.]</i></p> <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of

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

	<ul style="list-style-type: none">(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none">(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Client's country nor the Consultant's country]</i>;(b) the <i>[type of language]</i> language shall be the official language for all purposes; and(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from South Sudan; entitlement, if any, to leave pay; public holidays in South Sudan that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]

APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:

[Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none has been made.]

2. *[When the Consultant has been selected under Quality-Based Selection method, or the Client has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:*

"The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants' Representations

regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 46.1(d) of this Contract.”

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

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

(Expressed in [insert name of currency])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Work in the Client's Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____

APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-4] at the negotiations or state that none has been made.*

2. *All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.]*

APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE*[See Clause GCC 46.1(a) and SCC 46.1(a)]**{Guarantor letterhead or SWIFT identifier code}***Bank Guarantee for Advance Payment****Guarantor:** _____ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]***Beneficiary:** _____ *[insert Name and Address of Client]***Date:** _____ *[insert date]* _____**ADVANCE PAYMENT GUARANTEE No.:** _____ *[insert number]* _____

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

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

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____) *[amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

Time-Based

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number _____ at _____ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of *[month]*_____, *[year]*__,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

[signature(s)]

{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

APPENDIX F - CODE OF CONDUCT (ES)

[Note to Client: to be included for supervision of infrastructure contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high]

STANDARD FORM OF CONTRACT

Consultant's Services Lump-Sum

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Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 (Bank's Policy – Corrupt and Fraudulent Practices); the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including Attachment 1, shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name _____

Contract No. _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

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

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

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]*

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has committed funds towards eligible payments under this Contract, it being understood that such payments will be subject, in all respects, to the terms and conditions of the Contract providing for the funds and that no party other than the Client shall derive any rights from the Contract providing for the funds or have any claim to the funds proceeds;;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 “Bank Policy – Corrupt and Fraudulent Practices);
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Breakdown of Contract Price
 - Appendix D: Form of Advance Payments Guarantee

Appendix E Code of Conduct (ES) **[Note to Client: to be included for supervision of infrastructure contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high]**

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D and Appendix E **[Note to Client: to be included for supervision of infrastructure (such as Plant or Works) contracts and for other consulting service where the social risks are substantial or high]**. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

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

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

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

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

- 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) **“Applicable Law”** means the laws of Republic of South Sudan, or such other laws as may be specified in the **Special Conditions of Contract (SCC)**.
 - (b) **“Client”** means the Procuring Entity that signs the Contract for the Services with the Selected Consultant.
 - (c) **“Client’s Personnel”** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client’s obligations under the Contract; and any other personnel identified as Client’s Personnel, by a notice from the Client to the Consultant.
 - (d) **“Consultant”** means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - (e) **“Contract”** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - (f) **“Contractor”** means the person named as contractor in the contract to be supervised by the Consultant (if applicable).
 - (g) **“Contractor’s Personnel”** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).
 - (h) **“Day”** means a working day unless indicated otherwise.
 - (i) **“ES”** means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH).
 - (j) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
 - (k) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

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

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

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- (w) **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, Contractor’s (if applicable) or Client’s Personnel.
- (x) **“Site”** (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor’s Contract as forming part of the Site.

- (y) **“Sub-consultants”** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (z) **“Third Party”** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.
- 2. Relationship between the Parties**
- 2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 3. Law Governing Contract**
- 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4. Language**
- 4.1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. Headings**
- 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications**
- 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. Location**
- 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations as the Client may approve.
- 8. Authority of Member in Charge**
- 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives**
- 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the

Client or the Consultant may be taken or executed by the officials specified in the **SCC**.

10. Fraud and Corruption

10.1 The Government of South Sudan requires that Clients, as well as Consultants shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds..

10.2 In pursuance of this requirement, the Client shall:

- (a) exclude the Consultant from participation in the procurement proceedings concerned or reject a proposal for award; and
- (b) declare the Consultant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public fund;

if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public fund.

10.3 For the purposes of this Contract, the terms:

- (a) *“corrupt practice”* means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a PE or other governmental/private authority or any individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a PE in connection with the procurement proceeding;
- (b) *“fraudulent practice”* means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Client,
- (c) *“coercive practice”* means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.
- (d) *“obstructive practice”* means acts intended to materially impede access to required information in exercising a duty under the contract;

a. Commissions and Fees

10.4 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and

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

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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| 11. Effectiveness of Contract | 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met. |
| 12. Termination of Contract for Failure to Become Effective | 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC , either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| 13. Commencement of Services | 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC . |
| 14. Expiration of Contract | 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC . |
| 15. Entire Agreement | 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. |
| 16. Modifications or Variations | 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. |
| | 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required. |
| 17. Force Majeure | |
| a. Definition | 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, |

and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

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

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

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

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

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and

necessarily incurred, and, if required by the Client, in reactivating the Services; or

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

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 45 & 46.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

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

a. By the Client

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Consultant, in the judgment of the Client has engaged in Fraud and Corruption, as defined in paragraph 1.23 of Attachment 1 to the GCC, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the
Consultant**

- 19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.
- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
 - (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
 - (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 46.1.
 - (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

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| c. Cessation of Rights and Obligations | 19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation and (iv) any right which a Party may have under the Applicable Law. |
| d. Cessation of Services | 19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28. |
| e. Payment upon Termination | <p>19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:</p> <ul style="list-style-type: none"> (a) payment for Services satisfactorily performed prior to the effective date of termination; and (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts. |

C. OBLIGATIONS OF THE CONSULTANT

20. General

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

- 20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.
- b. Law Applicable to Services**
- 20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in South Sudan when
- (a) as a matter of law or official regulations, the Government of South Sudan prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of South Sudan prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
- 21. Conflict of Interests**
- 21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- a. Consultant Not to Benefit from Commissions, Discounts, etc.**
- 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 39 through 43) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of

		either of them, similarly shall not receive any such additional payment.
	21.1.2	Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
b. Consultant and Affiliates Not to Engage in Certain Activities	21.1.3	The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC .
c. Prohibition of Conflicting Activities	21.1.4	The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
d. Strict Duty to Disclose Conflicting Activities	21.1.5	The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
22. Confidentiality	22.1	Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
23. Liability of the Consultant	23.1	Subject to additional provisions, if any, set forth in the SCC , the Consultant's liability under this Contract shall be provided by the Applicable Law.

24. Insurance to be Taken out by the Consultant	24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC , and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
25. Accounting, Inspection and Auditing	25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs. 25.2 Pursuant to paragraph 1.23 (e) of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Government of South Sudan and/or persons appointed by the Government of South Sudan to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Government of South Sudan..
26. Reporting Obligations	26.1 The Consultant shall submit to the Client the reports and documents specified in Appendix A , in the form, in the numbers and within the time periods set forth in the said Appendix.
27. Proprietary Rights of the Client in Reports and Records	27.1 Unless otherwise indicated in the SCC , all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client. 27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the

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

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| 28. | Equipment, Vehicles and Materials | <p>28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.</p> <p>28.2 Any equipment or materials brought by the Consultant or its Experts into South Sudan for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.</p> |
| 29. | Code of Conduct | <p>29.1 If specified in the SCC, the Consultant shall have a Code of Conduct for Experts (ES).</p> <p>The Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.</p> <p>These measures include providing instructions and documentation that can be understood by the Experts and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.</p> <p>The Consultant shall also ensure that the Code of Conduct is visibly displayed in locations where the Services are provided, including if applicable, on the Site, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Experts, Contractor's Personnel, Client's Personnel and the local community if applicable</p> |

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

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| 30. | Description of Key Experts | <p>30.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.</p> |
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| 31. | Replacement of Key Experts | 31.1 | Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts. |
| | | 31.2 | Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration. |
| 32. | Removal of Experts or Sub-consultants | 32.1 | If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determines that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client's written request, provide a replacement. |
| | | 31.2 | In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement. |
| | | 31.3 | Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client. |
| | | 31.4 | The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts. |

E. OBLIGATIONS OF THE CLIENT

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| 33. | Assistance and Exemptions | 33.1 | Unless otherwise specified in the SCC , the Client shall use its best efforts to: |
| | | (a) | Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services. |
| | | (b) | Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in South Sudan while carrying out the Services under the Contract. |

- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
 - (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
 - (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in South Sudan according to the applicable law in the country.
 - (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in South Sudan, of bringing into the country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
 - (f) Provide to the Consultant any such other assistance as may be specified in the **SCC**.
- 34. Access to Project Site** 34.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.
- 35. Change in the Applicable Law Related to Taxes and Duties** 35.1 If, after the date of this Contract, there is any change in the applicable law in South Sudan with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1
- 36. Services, Facilities and Property of the Client** 36.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference

(**Appendix A**) at the times and in the manner specified in said **Appendix A**.

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|-----|------------------------------|------|---|
| 37. | Counterpart Personnel | 37.1 | The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix A . |
| | | 37.2 | Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request. |
| 38. | Payment Obligation | 38.1 | In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCC F below. |

F. PAYMENTS TO THE CONSULTANT

- | | | | |
|-----|------------------------------------|------|--|
| 39. | Contract Price | 39.1 | The Contract price is fixed and is set forth in the SCC . The Contract price breakdown is provided in Appendix C . |
| | | 39.2 | Any change to the Contract price specified in Clause 39.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A . |
| 40. | Taxes and Duties | 40.1 | The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC . |
| | | 40.2 | As an exception to the above and as stated in the SCC , all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant. |
| 41. | Currency of Payment | 41.1 | Any payment under this Contract shall be made in the currency(ies) of the Contract. |
| 42. | Mode of Billing and Payment | 42.1 | The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 39.1. |
| | | 42.2 | The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A . The |

payments will be made according to the payment schedule stated in the **SCC**.

42.2.1 **Advance payment:** Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

42.2.2 **The Lump-Sum Installment Payments.** The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

42.2.3 **The Final Payment** .The final payment under this Clause shall be made only after the final report I have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

42.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

42.2.4 With the exception of the final payment under 42.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

43. Interest on Delayed Payments

43.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 42.2.2 , interest shall be paid to the

Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

G. FAIRNESS AND GOOD FAITH

- | | |
|-----------------------|--|
| 44. Good Faith | 44.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. |
|-----------------------|--|

H. SETTLEMENT OF DISPUTES

- | | |
|--------------------------------|--|
| 45. Amicable Settlement | 45.1 The Parties shall seek to resolve any dispute amicably by mutual consultation. |
| | 45.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 46.1 shall apply. |
| 46. Dispute Resolution | 46.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC . |

III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	<p>The Contract shall be construed in accordance with the law of <i>[insert country name]</i>.</p> <p>[</p>
4.1	The language is: _____ <i>[insert the language]</i> .
6.1 and 6.2	<p>The addresses are:</p> <p>Client : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted): _____</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state "N/A";</i></p> <p><i>OR</i></p> <p><i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____</p> <p>_____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: _____ <i>[name, title]</i></p> <p>For the Consultant: _____ <i>[name, title]</i></p>
11.1	<p><i>[Note: If there are no effectiveness conditions, state "N/A"]</i></p> <p><i>OR</i></p>

	<p><i>List here any conditions of effectiveness of the Contract, e.g., receipt by the Consultant of an advance payment, and by the Client of an advance payment guarantee (see Clause SCC 42.2.1), etc.]</i></p> <p>The effectiveness conditions are the following: <i>[insert "N/A" or list the conditions]</i></p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be _____ <i>[insert time period, e.g.: four months].</i></p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be _____ <i>[e.g.: ten].</i></p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be _____ <i>[insert time period, e.g.: twelve months].</i></p>
21 b.	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes _____ No _____</p>

23.1	<p>No additional provisions.</p> <p><i>[OR</i></p> <p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p style="padding-left: 40px;">(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p style="padding-left: 40px;">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the <i>[insert "Applicable Law"]</i>.</p> <p><i>[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client prior to accepting any changes to what was included in the issued RFP.]</i></p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of _____ <i>[insert amount and currency which should be not less than the total ceiling amount of the Contract];</i></p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in South Sudan by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law]</i>;</p>

	<p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state “in accordance with the applicable law”]</i>;</p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in South Sudan, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>	
27.1	<i>[If applicable, insert any exceptions to proprietary rights provision_____]</i>	
27.2	<p><i>[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p>[The Consultant shall not use these <i>[insert what applies.....documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the Client.]</p> <p><i>[OR]</i></p> <p>[The Client shall not use these <i>[insert what applies.....documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the Consultant.]</p> <p><i>[OR]</i></p> <p>[Neither Party shall use these <i>[insert what applies.....documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the other Party.]</p>	
29.	<p>The Consultant is “required” / “not required” <i>[select option as applicable]</i> to have a Code of Conduct for Experts (ES).</p>	

	<p><i>[Note to Client: Consultants are required to have a Code of Conduct for experts (ES) for supervision of infrastructure contract (such as Plant or Works) and for other consulting services where the social risks are substantial or high]</i></p> <p><i>[Note to Client: include the following for supervision of infrastructure contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high , otherwise delete.]</i></p> <p>Insert the following as Sub-Paragraph 32.3 and renumber original Sub-Paragraphs 32.3 and 32.4 as 32.4 and 32.5 respectively.</p> <p><i>““32.3 Experts or Subconsultants who are found to be in breach of the Consultant’s Code of Conduct (ES) (including on sexual harassment, sexual exploitation and sexual abuse) shall be replaced by the Consultant, or at the Client’s written request.”</i></p>	
33.1 (a) through (e)	<i>[List here any changes or additions to Clause GCC 33.1. If there are no such changes or additions, delete this Clause SCC 33.1.]</i>	
33.1(f)	<i>[List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 33.1(f).]</i>	
39.1	<p>The Contract price is: _____ [insert amount and currency for each currency as applicable] [indicate: inclusive or exclusive] of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall [insert as appropriate: “be paid” or “reimbursed”] by the Client [insert as appropriate: “for” or “to”] the Consultant.</p> <p>The amount of such taxes is _____ [insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.</p>	
40.1 and 40.2	<p>The Client warrants that [choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract’s negotiations (Form FIN-2, part B “Indirect Local Tax – Estimates”):</p> <p><i>If ITC16.3 indicates a tax exemption status, include the following: “the Consultant, the Sub-consultants and the Experts shall be exempt from”</i></p> <p>OR</p>	

	<p><i>If ITC16.3 does not indicate the exemption and, depending on whether the Client shall pay the withholding tax or the Consultant has to pay, include the following:</i></p> <p><i>“the Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts,” OR “the Client shall reimburse the Consultant, the Sub-consultants and the Experts”]</i></p> <p>any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client’s country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <ul style="list-style-type: none"> (a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of South Sudan), in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought South Sudan by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them; (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client; (d) any property brought into South Sudan by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of South Sudan), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from South Sudan, provided that: <ul style="list-style-type: none"> (i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of South Sudan in importing property into the country; and (ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in South Sudan upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of South Sudan, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into South Sudan.
42.2	<p>The payment schedule:</p> <p><i>[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i></p>

	<p>1st payment: <i>[insert the amount of the installment, percentage of the total Contract price, and the currency. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount as per GCC 42.2.1]</i></p> <p>2nd payment: _____</p> <p>.....: _____</p> <p>Final payment: _____</p> <p><i>[Total sum of all installments shall not exceed the Contract price set up in SCC39.1.]</i></p>
42.2.1	<p><i>[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]</i></p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <ol style="list-style-type: none"> (1) An advance payment [of <i>[insert amount]</i> in foreign currency] [and of <i>[insert amount]</i> in local currency] shall be made within <i>[insert number]</i> days after the receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against [list the payments against which the advance is offset]. (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment. (3) The bank guarantee will be released when the advance payment has been fully set off.
42.2.4	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>
43.1	<p>The interest rate is: <i>[insert rate]</i>.</p>
46.1	<p><i>[In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.]</i></p> <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:

	<p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on</p>

	<p>International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant <i>[If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Client's country nor the Consultant's country];</i></p> <p>(b) the <i>[type of language]</i> language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]

.....

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]

When the Consultant has been selected under Quality-Based Selection method, also add the following:

"The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Client prior to the Contract's negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid

by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 42.2.3 of this Contract.”]

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

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

(Expressed in [insert name of currency])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ¹	Overhead ₁	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Work in the Client's Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE*[See Clause GCC 41.2.1 and SCC 41.2.1]**{Guarantor letterhead or SWIFT identifier code}***Bank Guarantee for Advance Payment****Guarantor:** _____ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]***Beneficiary:** _____ *[insert Name and Address of Client]***Date:** _____ *[insert date]*_____**ADVANCE PAYMENT GUARANTEE No.:** _____ *[insert number]*_____

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

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

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____) *[amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number _____ at _____ *[name and address of bank]*.

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

Lump-Sum

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of __[month]_____, [year]__,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

[signature(s)]

{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}

APPENDIX E - CODE OF CONDUCT (ES)

[Note to Client: to be included for supervision of infrastructure contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high]

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

Letter of Acceptance

[letterhead paper of the Procuring Entity]

[Date]

To: *[name and address of the Consultant]*

This is to notify you that your Proposal dated [date] for execution of the [name of the Contract and identification number, as given in **the SCC**] for the Accepted Contract Amount [amount in numbers and words] [name of currency], as corrected and modified in accordance with the Instruction to Consultants is hereby accepted by us.

You are requested to furnish the Performance Securing Declaration or Performance Security⁵ and an Environmental and Social (ES) Performance Security ***[Delete ES Performance Security if it is not required under the contract]*** within 14 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and the ES Performance Security Form, ***[Delete reference to the ES Performance Security Form if it is not required under the contract]*** included in Section 10, Contract Forms.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of PE: _____

Attachment: **Contract Agreement**

⁵ Insert the appropriate form of security to be furnished. The Performance Securing Declaration shall only be applicable for Tenders falling under exclusive preference

Bank Guarantee for Advance Payments

[this is the format for the Advance Payment Security to be issued by a scheduled Bank of Republic of South Sudan in accordance with SCC 55.1]

[Bank's Name, and Address of Issuing Branch or Office]

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

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that *[name of Consultant]* (hereinafter called "the Consultant") has entered into Contract No. *[reference number of the contract]* dated _____ with you, for the provision of *[name of contract and brief description of consulting services]* (hereinafter called "the Contract").

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

At the request of the Consultant, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* () *[amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant is in breach of its obligation under the Contract because the Consultant used the advance payment for purposes other than the costs of mobilization in respect of the assignment.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on its account number _____ at _____ *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of interim payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the ____ day of _____, 2____, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

Yours truly,

Signature and seal:

Name of Bank/Financial Institution:

Address:

IV.
Appendices

	Lump-Sum
Date	

Performance Bank Guarantee [Unconditional]

*[The **bank/successful Consultant** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if the Client requires this type of security.]*

[insert bank's name, and address of issuing branch or office]

Beneficiary: *[insert name and address of Client]*

Date: *[insert date]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert name of Consultant]* (hereinafter called "the Consultant") has entered into Contract No. *[insert reference number of the Contract]* dated with you, for the execution of *[insert name of Contract and brief description of services]* (hereinafter called "the Consulting Services").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Consultant, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than twenty-eight (28) days following the date of completion of the Consultant's performance obligations and issuance of a certificate to that effect under this Contract or on the *[insert number day of [insert month],[insert year]*, whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

Yours truly,

Signature and seal:

Name of Bank/Financial Institution:

Address:

Date

Performance Bond

By this Bond, *[insert name and address of Consultant]* as Principal (hereinafter called “the Consultant”) and *[insert name, legal title, and address of surety, bonding company, or insurance company]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name and address of Client]* as Oblige (hereinafter called “the Client”) in the amount of *[insert amount of Bond]* *[insert amount of Bond in words]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Consultant and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the Consultant has entered into a Contract with the Client dated the *[insert number]* day of *[insert month]*, *[insert year]* for *[insert name of Contract]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

Now, therefore, the Condition of this Obligation is such that, if the Consultant shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Consultant shall be, and declared by the Client to be, in default under the Contract, the Client having performed the Client’s obligations there under, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a proposal(s) from qualified Consultant for submission to the Client for completing the Contract in accordance with its terms and conditions, and upon determination by the Client and the Surety of the highest ranked Consultant, arrange for a Contract between such Consultant and Client and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by the Client to the Consultant under the Contract, less the amount properly paid by the Client to the Consultant; or
- (3) pay the Client the amount required by the Client to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of completion of the Consultant’s performance obligations and issuance of a certificate to that effect under this Contract.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Client named herein or the heirs, executors, administrators, successors, and assigns of the Client.

In testimony whereof, the Consultant has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this *[insert day]* day of *[insert month]*, *[insert year]*.

Signed by *[insert signature(s) of authorized representative(s)]*
on behalf of *[name of Consultant]* in the capacity of *[insert title(s)]*

In the presence of *[insert name and signature of witness]*
Date *[insert date]*

Signed by *[insert signature(s) of authorized representative(s) of Surety]*
on behalf of *[name of Surety]* in the capacity of *[insert title(s)]*

In the presence of *[insert name and signature of witness]*
Date *[insert date]*

PERFORMANCE SECURING DECLARATION⁶

Date: *[insert **date** (as day, month and year)]*

Contract No.: *[insert **Contract number**]*

To: *[insert **complete name of Client**]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the Consultant of its obligations under the Contract, I/we shall submit this form of Performance Securing Declaration within a maximum period of fourteen (14) calendar days from the date of the Letter of Acceptance and prior to the signing of the Contract.
2. I/We accept that: I/we will be disqualified from tendering for any procurement contract with any procuring entity for the period of time determined by the Public Procurement Regulatory Authority in accordance with the procedures stipulated in the Public Procurement Act and Public Procurement Regulations if I/We have failed to execute the Contract.

I/We understand that this Performance Securing Declaration shall cease to be valid upon satisfactory performance and final acceptance of the Services by the Client.

Signed: *[insert signature of person whose name and capacity are shown]* in the capacity of *[insert legal capacity of person signing the Performance Securing Declaration]*

Name: *[insert **complete name of person signing the Performance Securing Declaration**]*

Duly authorized to sign the Contract for and on behalf of: *[insert **complete name of Consultant**]*

Dated on _____ day of _____, _____ *[insert **date of signing**]*

Corporate Seal (where appropriate)

31.

32.

⁶ Used as an alternative performance security for Contracts falling under exclusive Preference. It shall be submitted within fourteen (14) days after receiving the Letter of Acceptance.

5. Environmental and Social (ES) Performance Security

ESHS Demand Guarantee

[Guarantor letterhead]

Beneficiary: *[insert name and Address of Client]*

Date: *__ [Insert date of issue]*

ESHS PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its Environmental and/or Social (ES) obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

[signature(s)]

Note: *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

¹The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency (cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

²Insert the date twenty-eight days after the expected completion date as described in GC Clause 21.1.1. The Client should note that in the event of an extension of this date for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."