

OWNER'S ENGINEER CONSULTING SERVICES FOR DESIGN AND CONSTRUCTION OF LIBERIA INLAND STORAGE FACILITY MONROVIA, LIBERIA

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Section 1. Instructions to Bidders

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Definitions

- (a) “Agreement” means the Client/Consultant Model Service Agreement (General Conditions and Particular Conditions) Form of Agreement together with Appendix 1 [*Scope of Services*], Appendix 2 [*Personnel, Equipment, Facilities and Services of Others to be Provided by the Client*], Appendix 3 [*Remuneration and Payment*], Appendix 4 [*Time Schedule for Services*], and any letters of offer and acceptance.
- (b) “Bill of Quantities of the Permanent Works (BPQPW)” means the priced and completed list of quantities forming part of the Phase 1 EPC Works and Phase 2 EPC Works.
- (c) “Bidder” or “Bidders” means a person (corporate body, or a joint venture/consortium), which submits a Proposal for rendering the Services under the Agreement.
- (d) “Certificate of Completion” means the document issued by the Client or a Client representative attesting that the Project has been completed in conformity with the terms and conditions of the EPC Contract including all plans and specifications;
- (e) “Client” or “Employer” means the agency with which the selected Consultant signs the Agreement for the Services.
- (f) “Consultant” or “Engineer” means a corporate body, or a joint venture/consortium, whose bid to provide the Services has been accepted by the Client, and the legal successor(s) in title to such person and permitted assignee.
- (g) “Contract” or “EPC Contract” means Engineering, Procurement, and Construction contract signed between the Client and the Contractor for Phase 1 EPC and/or the Contractor for Phase 2 EPC.
- (h) “Contractor” means the person(s) named as contractor in each EPC Contract selected by the Client to execute Works defined under either or both Phase 1 EPC and Phase 2 EPC and the legal successor(s) in title to such person(s) and permitted assignee(s).
- (i) “Contractor’s Documents” means the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Works Contract Conditions.
- (j) “Defect” means any defect, failure, imperfection or fault in the Works that is attributable (in whole or in part) to defects, failure, imperfections or faults in the design, materials or workmanship of the Contractor, or any act, omission or default of the Contractor, whether occurring during and up to the date of the term of the Defect Liability Period.
- (k) “Defects Liability Certificate” means the certificate issued by the Consultant when the Contractor has completed to the satisfaction of the Consultant all such rectifications and making good as may be required in respect of any part of the Works and the Defects Liability Period has expired.

- (l) “Defects Liability Period” or the “Defects Notification Period” means the period of time following final completion during which the Contractor remains liable under the Works Contract Conditions for remedying any Defects which become apparent during such period.
- (m) “Data Sheet” means supplements and precisions to the Instructions to Bidders.
- (n) “Day” means calendar day.
- (o) “Design Reviews” means a comprehensive and systematic examination of the design, including drawings and specifications, to verify that the design is in conformance with the requirements of the Works Contract Conditions for all stages of the design.
- (p) “Employers Requirement” means the document set out at Schedule 1 [Employer's Requirements] of the EPC Contract.
- (q) “EPC” means engineering, procurement, and construction.
- (r) “Evaluation Committee “ means the ad hoc committee established by the Client which shall firstly assess the completeness of each Proposal and shall secondly with respect to completed Proposals (i) evaluate each Technical Proposal on the basis of the Terms of Reference and the evaluation criteria, sub-criteria, and point system specified in the Data Sheet, (ii) analyze the Financial Proposals of the Bidders whose Technical Proposal achieved the minimum technical score indicated in the Data Sheet, (iii) draft and submit to the Client an evaluation report and (iv) recommend in the evaluation report which Bidder should be awarded the Agreement.
- (s) “FIDIC” means Federation Internationale des Ingenieurs-Conseils, the international federation of consulting engineers.
- (t) “FIDIC Yellow Book V.1999” means Conditions of Contract for Plant and Design-Build for electrical and mechanical plant, and for building and engineering works, designed by the contractor, first edition 1999, published by FIDIC.
- (u) “Final Inspection “means the final review of the Works of the Contractor by the Client or its representative to determine whether issuance of the Certificate of Completion is justified.
- (v) “Financial Proposal” means corresponding cost to the Technical Proposal described in the format in Section 4 – Financial Proposal Forms.
- (w) “Final Statement” means the issuance of a draft final statement and agreed final statement by the Engineer showing in detail with supporting documents the value of all Works done in accordance with the EPC Contract.
- (x) “Final Payment Certificate” means the payment certificate submitted by the Contractor and approved by the Client.

- (y) "General Conditions" means the General Conditions of the Client/Consultant Model Services Agreement, Fourth Edition 2006, produced by FIDIC.
- (z) "Government" means the government of the Republic of Liberia.
- (aa) "HSES" means the Health, Safety, Environment & Social.
- (bb) "HSES Audit" means the audits of the Works, the Site and any other areas being used by the Contractor (or any Subcontractor) in relation to the performance of the Works, to determine compliance with HSES Requirements, and require remedial action to be taken at the Contractor's cost.
- (cc) "HSES Laws" means all Laws and international laws relating to health, safety, environmental and social matters.
- (dd) "HSES Management System" means the Contractor's health, safety, environmental and social management system as set out in Section 5. Terms of Reference 7. HSES Requirements.
- (ee) "HSES Reporting System" means the procedure for reporting incidents relating to health, safety, environmental and/or social matters.
- (ff) "HSES Terms and Conditions" means the conditions in respect of HSES for the appointment of Sub-Contractors.
- (gg) "IFC Performance Standards" means the International Finance Corporation's performance standards on social and environmental sustainability (including the technical reference documents known as World Bank Group Environmental, Health and Safety ("EHS") Guidelines) which are accessible on the IFC website as follows:
 - (i) IFC Performance Standards:
<http://www.ifc.org/PerformanceStandards>; and
 - (ii) World Bank Group EHS Guidelines:
https://www.ifc.org/wps/wcm/connect/topics_ext_content/ifc_external_corporate_site/sustainability-at-ifc/policies-standards/ehs-guidelines.
- (hh) "Instructions to Bidders" (Section 1 of the RFP) means the document which provides interested bidders with all information needed to prepare their Proposals.
- (ii) "Interim Payment Certificate" means payment certificates submitted by the Contractor and approved by the Employer, other than the Final Payment Certificate.
- (jj) "Laws" means all national (or state) legislation, statutes, ordinances and other laws, decrees, and regulations of any Governmental and parliamentary authority.
- (kk) "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the Bidders.

- (ll) “Particular Conditions” refer to the Particular Conditions of the Client/Consultant Model Services Agreement, Fourth Edition 2006, produced by FIDIC.
- (mm) “Parties” means the Client and the Consultant;
- (nn) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.
- (oo) “Phase” means either Phase 1 EPC or Phase 2 EPC and “Phases” means both Phase 1 EPC and Phase 2 EPC .
- (pp) “Phase 1 EPC” means engineering, procurement and construction of phase 1 Works as defined under [1. Project Description]
- (qq) “Phase 2 EPC” means engineering, procurement and construction of phase 2 Works as defined under [1. Project Description]
- (rr) “Project” means the project named in the Particular Conditions for which the Services are to be provided by the Consultant.
- (ss) “Proposal” means the Technical Proposal and the Financial Proposal.
- (tt) “PIDG Operating Policies and Procedures” refers to PIDG policies relating to HSES, Anti-Corruption and Integrity, complaints, procurement (including, but not limited to, ensuring that all procurements over the designated thresholds are conducted in accordance with EU procurement rules and those that fall under such thresholds are properly benchmarked) and others as can be found at:

https://www.pidg.org/resources/?filter_cat=operating-policies-and-procedures
- (uu) “RFP” means the Request for Proposal prepared by the Client for the selection of the Consultant.
- (vv) “Services” means the services performed by the Consultant pursuant to the Agreement.
- (ww) “Site” means the 2.28 acre land at the Monrovia Industrial Park with coordinates “South 84 degrees 30’ 30 West, 330 feet along a concrete fence to a point; thence running South 05 degrees 29’ 30 East, 186 feet to a point, thence running North 84 degrees 30’ 30” East, 66 feet parallel to a point, thence running South 05degrees 29’ 30” East, 144 feet to a point; thence running North 84 degrees 30’ 30” East, 264 feet parallel with an existing 30-foot street to a point; and thence running North 05 degrees 29’ 30” West, 330 feet parallel with a 50-foot existing Road to the point of commencement and containing 9.12 lots or 2.28 acres of land and no more” on which the construction of Liberia Inland Storage Facility will take place.

- (xx) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
- (yy) “Sub-Contractor” means any person named in the Works Contract Conditions as a subcontractor to the Contractor, or any person appointed as a subcontractor by the Contractor, for a part of the Works.
- (zz) “Taking-Over Certificate” means a certificate issued under Clause 10 [Employer’s Taking Over] of FIDIC Yellow Book V.1999.
- (aaa) “Taking-Over Date” means the date stated on the Taking-Over Certificate.
- (bbb) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed with respect to the Project, respective responsibilities of the Client and the Consultant, and expected results and deliverables corresponding to the scope of work.
- (ccc) “Technical Proposal” means a technical proposal responding to the technical requirements of the TOR described in the formats mentioned under Section 3 Technical Proposal - Forms.
- (ddd) “USD or US\$” means United States Dollars, the legal currency of the United States of America.
- (eee) “Works” means all permanent works and temporary works (other than Contractor’s equipment) to be performed on Site by the Contractor and Sub-Contractor(s) under and according to the EPC Contract(s) and any additional works to be performed by the Contractor and Sub-Contractor(s) for the completion of the works to remedy any Defects.
- (fff) “Works Contract Conditions” means the conditions of the EPC Contract.

1. Introduction

- 1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in the Data Sheet.
- 1.2 The Bidders are invited to submit a Technical Proposal and a Financial Proposal(s), or one Proposal only, as specified in the Data Sheet, for consulting services required for the Project named in the Data Sheet. The Proposal will be the basis for Agreement negotiations and ultimately for a signed Agreement with the selected Bidder.
- 1.3 Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Bidders are encouraged to visit the Site or send a representative and hold a conference with the Client before submitting a Proposal. The Bidder may also need to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Bidders should contact the Client’s representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Visit to Site maybe held depending on the status of the Global pandemic caused by Covid-19 virus. In any case Bidders shall take the effect of the Covid-19 pandemic into

consideration in their Proposals. Bidders should ensure that these Client's representative are advised of the visit in adequate time to allow them to make appropriate arrangements.

- 1.4 The Client will timely provide at no cost to the Bidders the inputs and facilities specified in the Data Sheet, assist the selected Bidder in obtaining licenses and permits needed to carry out the Services, and make available relevant Project data and reports.
- 1.5 Bidders shall bear all costs associated with the preparation and submission of their Proposals and Agreement negotiation. The Client is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to Agreement award, without thereby incurring any liability to the Bidders.

**Only one
Proposal**

- 1.6 The Bidders shall only submit one Proposal, which will include the Technical Proposal and Financial Proposal for phases listed in the Data Sheet. If a Bidder submits or participates in more than one Proposal, all such Proposals shall be disqualified. However, this does not limit the participation of any Sub-Consultant, to more than one Proposal.

**Proposal Validity
period**

- 1.7 The Data Sheet indicates how long Bidders' Proposals must remain valid after the submission date. During this validity period, Bidders shall maintain the availability of Personnel nominated in the Proposal. The Client will make its best effort to complete negotiations within this validity period. Should the need arise, the Client may request Bidders approval to extend the validity period of their Proposals. Bidders who agree to such extension shall confirm in writing that they maintain the availability of the Personnel nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Bidders could submit new Personnel in replacement, who would be considered in the final evaluation for the selection of the preferred Bidder. Bidders who do not agree have the right to refuse to extend the validity of their Proposals.

**2. Clarification and
Amendment of
RFP Documents**

- 2.1 Bidders may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written response (including an explanation of the query but without identifying the source of inquiry) to all Bidders. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.
- 2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an amendment into account in their

Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

3.1 The Proposals (see para. 1.2), as well as all related correspondence exchanged by the Bidders and the Client, shall be written in the language(s) specified in the Data Sheet.

3.2 In preparing their Proposals, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Bidders must give particular attention to the following:

(a) If a Bidder considers that it may enhance its expertise for the assignment by associating with other Bidders in a joint venture/consortium it may associate with another Bidder(s) if so indicated in the Data Sheet. In case of a joint venture/consortium, all members shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture/consortium.

(b) The estimated number of Personnel months or the budget for executing the Services shall be shown in the Data Sheet. The Proposal shall be based on the number of Personnel months or budget estimated by the Bidders.

Language

(c) Documents to be issued by the Bidders as part of the consultations must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet. If Reference Paragraph 3.1 indicates two languages, the language in which the Proposal of the selected Bidder will be submitted shall govern for the purpose of interpretation. It is required that the Bidders' Personnel have a working knowledge of the Client's national language.

Technical Proposal Format and Content

3.4 Depending on the nature of the consultation, Bidders are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the Technical Proposal. A page is considered to be one printed side of A4 or letter size paper.

(a.i) For the FTP only: a brief description of the Bidders' organization and an outline of its experience in the past 10 years and, in the case of joint venture/consortium, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of sub-consultants/ Personnel who participated, duration of the assignment, Agreement amount,

and Bidder's involvement. Information should be provided only for those assignments for which the Bidder was legally contracted by the client as a corporation or as one of the major firms within a consortium or of joint venture. Assignments completed by individual Personnel working privately or through other consulting firms cannot be claimed as the experience of the Bidder, or that of the Bidder's associates, but can be claimed by the Personnel themselves in their CVs. Bidders should be prepared to substantiate the claimed experience if so requested by the Client.

- (a.ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.
- (b.i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
- (b.ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).
- (c.i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (c.ii) For the STP only: the description of the approach, methodology and work plan should normally consist of ten (10) pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
- (d) The list of the proposed Personnel by area of expertise, the position that would be assigned to each Personnel, and their tasks (Form TECH-5 of Section 3).
- (e) Estimates of the Personnel input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The Personnel-months input should be indicated separately for home office and field activities, and for foreign and local Personnel.
- (f) CVs of the Personnel signed by the staff themselves or by the authorized representative of the Personnel (Form TECH-6 of Section 3), limited to the number of pages mentioned in the Data Sheet.
- (g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

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| | 3.5 | The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared nonresponsive. |
| Financial Proposals | 3.6 | The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all of the costs associated with the assignment, including (a) remuneration for Personnel (foreign and local, in the field and at the Bidders' home office), and (b) reimbursable expenses indicated in the Data Sheet, as well as the payment schedule based on milestone payments. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. |
| Taxes | 3.7 | The Bidder may be subject to local taxes (such as: GST or sales tax, social charges or income taxes on nonresident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the Data Sheet if the Bidder is subject to payment of any local taxes. Any such amounts shall be included in the Financial Proposal, but they will be discussed at Agreement negotiations. |
| | 3.8 | Bidders are to price their services in USD. |
| | 3.9 | Commissions and gratuities, if any, paid or to be paid by Bidders and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4. |
| 4. Submission, Receipt, and Opening of Proposals | 4.1 | The Proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the Proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. |
| | 4.2 | An authorized representative of the Bidders shall initial all pages of the Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. |
| | 4.3 | The Technical Proposal and Financial Proposal shall be submitted in PDF format as two separate documents to the email address listed in the Data Sheet. |
| | 4.4 | The Proposals must be submitted to the email address listed in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet. |
| 5. Proposal Evaluation | 5.1 | From the time the Proposals are opened to the time the Agreement is awarded, the Bidders should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by a Bidder to |

influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Agreement may result in the rejection of the Bidder 'Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

**Evaluation of
Technical
Proposals**

- 5.2 The Client shall evaluate the Technical Proposals based on their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Technical Proposal will be given a technical score (St). A Technical Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

**Financial
Proposals for
QBS**

- 5.3 Following the ranking of Technical Proposals, when selection is based on quality only (QBS), the first ranked Bidder is invited to negotiate its Proposal and the Agreement in accordance with the instructions given under para. 6 of these Instructions.

**Evaluation of
Financial
Proposals (only
for QCBS, FBS,
and LCS)**

- 5.4 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of Agreement has been included in the RFP, the 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, (ii) if the Lump Sum form of Agreement has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
- 5.5 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights ($T = \text{the weight given to the Technical Proposal}$; $P = \text{the weight given to the Financial Proposal}$; $T + P = 1$) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The Bidder achieving the highest combined technical and financial score will be invited for Agreement negotiations.
- 5.6 In the case of Fixed-Budget Selection, the Client will select the Bidder that submitted the highest ranked Technical Proposal within the Project budget. In the case of the Least-Cost Selection, the Client will select the lowest Proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be

considered, and the selected Bidder is invited for negotiations of the Agreement.

6. Negotiations

6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The selected Bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all Personnel nominated in the Proposal. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Bidder. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude the Agreement on behalf of the selected Bidder.

Technical negotiations

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Bidder to improve the Terms of Reference. The Client and the selected Bidder will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Agreement as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Bidder.

Financial negotiations

6.3 If applicable, it is the responsibility of the Bidder, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Bidder under the Agreement. The financial negotiations will include a clarification (if any) of the Bidder's tax liability in the Client's country, and the manner in which it will be reflected in the Agreement; and will reflect the agreed technical modifications in the cost of the Services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Bidders will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

Availability of Personnel staff/experts

6.4 Having selected the Bidder on the basis of, among other things, an evaluation of proposed Personnel, the Client expects to negotiate the Agreement on the basis of the Personnel nominated in the Proposal. Before negotiations of the Agreement, the Client will require assurances that the Personnel will be actually available. The Client will not consider substitutions during negotiations of the Agreement unless both Parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Personnel were offered in the Proposal without confirming their availability, the Bidder may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Bidder

within the period of time specified in the letter of invitation to negotiate the Agreement.

- 6.5 During the execution of Services, the Bidder shall require prior written approval from the Client before any substitution is made to Personnel. Client will not consider substitutions during the execution of the Agreement unless both Parties agree that such substitution is unavoidable or for reasons such as death or medical incapacity. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.

Conclusion of the negotiations

- 6.6 Negotiations will conclude with a review of the draft Agreement. To complete negotiations the Client and the Bidder will initial the agreed Agreement. If negotiations fail, the Client will invite the Bidder whose Proposal received the second highest score to negotiate the Agreement.

7. Award of Agreement

- 7.1 After completing negotiations the Client shall award the Agreement to the selected Bidder.
- 7.2 The Bidder is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality

- 8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted Proposals or to other persons not officially concerned with the process, until the publication of the award of Agreement. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal.

9. Pandemic

- 9.1 The Bidders shall take the effect of the Covid-19 pandemic into consideration in their Proposals.

Section 2. Data Sheet

Section 1. Paragraph Reference	
1.1	<p>Name of the Client:</p> <p>Liberia Inland Storage and Distribution Services Incorporated 1stFloor, Jubilee Plaza Building Tubman Boulevard, Congo Town Monrovia, Liberia Tel: +231 88 655 3400 E-mail: lisds@cpcs.ca</p> <p>Method of selection: Quality and Cost-Based Selection (QCBS)</p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>Name of the assignment is:</p> <p>OWNER’S ENGINEER CONSULTING SERVICES FOR “DESIGN AND CONSTRUCTION OF LIBERIA INLAND STORAGE FACILITY”, MONROVIA, LIBERIA</p>
1.3	<p>A pre-proposal conference will be held: YES, at 15:30 GMT, 06 July 2020. Bidders interested to join the pre-proposal conference should express interest by emailing lisds@cpcs.ca.</p> <p>A Site visit will be held: A visit to the Site is not required, however the Bidders may reach out to the Client if they wish to visit the Site.</p> <p>The Client’s representative is: Anurag Gumber</p> <p>Address: Liberia Inland Storage and Distribution Services Incorporated 1stFloor, Jubilee Plaza Building Tubman Boulevard, Congo Town Monrovia, Liberia Tel: +231 88 655 3400 E-mail: lisds@cpcs.ca</p>
1.4	<p>The Client will provide the following inputs and facilities: Obtain from Terms of Reference, Paragraph 8.0 “Client’s Responsibility and Facilities to be Provided”.</p>
1.6	<p>The Technical Proposal is a single document covering both Phase 1 EPC and Phase 2 EPC. The Bidder should breakdown the Technical Proposal by Phase 1 EPC and Phase 2 EPC as per the forms under Section 3. Technical Proposal - Forms.</p> <p>Similarly, the Financial Proposal must be broken down for the two phases – Phase 1 EPC and Phase 2 EPC as defined under [Section 5. Terms of Reference 1. Project Description].</p>

Section 1. Paragraph Reference	
1.7	Proposals must remain valid ninety (90) Days after the submission date.
2.1	Proposal submission date: 21 July 2020 before 17:00 GMT Clarifications may be requested not later than fourteen (14) Days before the submission date. The address for requesting clarifications is: (same as 1.3)
3.1	Proposals shall be submitted in the following language: English.
3.3 (a)	Bidders may associate with other bidders/sub-consultants: Yes
3.3 (b)	The estimated number of Personnel-months required for the assignment is: 42 Bidder should propose any variations as they believe are required to deliver the assignment Personnel-months extracted from Terms of Reference. The Bidders will provide a breakdown of required Personnel-months for Phase 1 EPC and Phase 2 EPC.
3.4	The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP)
3.4 (f)	Maximum number of pages in a CV: five (5) pages
3.4 (g)	Training is a specific component of this assignment: Yes: ___ No: X .
3.6	The list of applicable reimbursable expenses are as follows (split by Phase 1 EPC and Phase 2 EPC) : 1) cost of transportation including running and maintenance costs locally, as well as any regional and international flight costs; all flights shall be pre-approved by the Client before they are undertaken. 2) cost of Site office for first month; The Bidder will be provided a Site office by the Contractor once Phase 1 EPC Work commences. 3) cost of communications for the purpose of the Services; 4) cost, rental and freight of any instruments or equipment required to be provided by the Bidder for the purposes of the Services; 5) cost of printing and dispatching of the reports to be produced for the Services; 6) cost of such further items required for purposes of the Services not covered in the foregoing. Reimbursable expenses in the Bidder's Proposal shall be treated within the lump-sum Financial Proposal, and the Bidders shall be responsible for any cost variations.

Section 1. Paragraph Reference															
	<p>Any additional costs in providing the Services, on request of the Client or due to increase in scope of the Agreement, shall be based on the unit rates/staff rates provided in the Financial Proposal.</p> <p>Payment Schedule: Bidders should propose milestone based payment schedule under Appendix 3 of Section 6. Forms of Agreement.</p>														
3.7	<p>Amounts payable by the Client to the Bidder under the Agreement to be subject to local taxation: Yes.</p> <p>The Bidders should price including all taxes. The Bidder may be subject to a withholding tax deduction by the Client against which the Client will provide withholding tax receipts. All applicable taxes should be priced in the Bidder's Financial Proposal.</p>														
3.8	Bidder to state local cost in US Dollar														
4.4	<ol style="list-style-type: none"> 1. Bidders must submit both Technical and Financial Proposals (for both Phase 1 EPC and Phase 2 EPC) Electronically to lids@cpcs.ca 2. The Financial Proposal must come PASSWORD protected 3. Bidders who attain minimum technical score shall be required to provide passwords to their Financial Proposals for further evaluation. 4. Proposals must be submitted before 17:00 GMT, 21 July, 2020 														
5.2 (a)	<p>The Bidders should provide last three (3) years of audited financial statements and should have a minimum turnover of USD five (5) million for the last three consecutive years.</p> <p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th></th><th style="text-align: right;"><u>Points</u></th></tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Bidders (firm) relevant to the assignment:.....</td><td style="text-align: right;">15</td></tr> <tr> <td colspan="2">3 points for each relevant assignment, up to a maximum of 5 relevant assignments in the past 5 years, of minimum US \$100,000 in value.</td></tr> <tr> <td>(ii) Bidder's (firm) managerial capabilities:.....</td><td style="text-align: right;">20</td></tr> <tr> <td colspan="2">The Bidder should clearly describe the managerial capabilities of the bidding entity including reporting practices, project management practices, risk management procedures, and the quality control and quality assurance guidelines followed during similar assignments.</td></tr> <tr> <td>(iii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td><td></td></tr> <tr> <td> a) Technical approach and methodology.....</td><td style="text-align: right;">7.5</td></tr> </tbody> </table>		<u>Points</u>	(i) Specific experience of the Bidders (firm) relevant to the assignment:.....	15	3 points for each relevant assignment, up to a maximum of 5 relevant assignments in the past 5 years, of minimum US \$100,000 in value.		(ii) Bidder's (firm) managerial capabilities:.....	20	The Bidder should clearly describe the managerial capabilities of the bidding entity including reporting practices, project management practices, risk management procedures, and the quality control and quality assurance guidelines followed during similar assignments.		(iii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:		a) Technical approach and methodology.....	7.5
	<u>Points</u>														
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(iii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:															
a) Technical approach and methodology.....	7.5														

Section 1. Paragraph Reference	
	<p>b) Work plan.....7.5</p> <p>c) Organization and staffing.....5</p> <p>Total points for criterion (iii):.....20</p> <p>(iv) Key Personnel qualifications and competence for the assignment:</p> <p>a) Team Leader and Civil Engineer.....6</p> <p>b) Architect.....4</p> <p>c) Quantity Surveyor/Contract Specialist.....6</p> <p>d) Electrical Engineer.....4</p> <p>e) Mechanical Engineer.....4</p> <p>f) HSES Manager.....4</p> <p>g) Technician Engineer (Survey).....4</p> <p>h) Resident Engineer.....4</p> <p>i) Warehouse Operations Expert.....5</p> <p>j) BIM Manager.....4</p> <p>Total points for criterion (iv).....45</p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three (3) sub-criteria and relevant percentage weights:</p> <p>1) Experience relevant to the region.....33.3%</p> <p>2) Experience relevant to the assignment.....33.3%</p> <p>3) General qualifications.....33.4%</p> <p>Total weight:.....100%</p> <p>Total points for the three criteria: 100</p> <p>The Technical Proposal should include bidder experience, methodology and work plan, and Personnel requirement for execution of both Phase 1 EPC and Phase 2 EPC.</p>
5.2 (b)	The minimum technical score required to pass is: seventy (70) Points.
5.4	<p>The single currency for price conversions is: US Dollar</p> <p>Form of Contract: Lump Sum (inclusive of all fees, reimbursable expenses, and taxes)</p> <p>The source of official selling rates is: Not Applicable</p> <p>The date of exchange rates is: Not Applicable</p>
5.5	<p>The formula for determining the financial scores is the following:</p> <p>$S_f = 100 \times F_m / F$</p>

Section 1. Paragraph Reference	
	<p>in which Sf is the financial score, Fm is the lowest price and F the price of the Proposal under consideration.</p> <p>The price of the Proposal will include all costs, including fees, reimbursable expenses, and all taxes.</p> <p>The weights given to the Technical and Financial Proposals are: T = 0.6 and F = 0.4</p> <p>The price will be broken down for Phase 1 EPC and Phase 2 EPC. F will be the total price of Phase 1 EPC and Phase 2 EPC.</p>
6.1	<p>Expected date and address for negotiations of the Agreement:</p> <ul style="list-style-type: none"> ▪ Four weeks after tender proposal submission date. ▪ Address: (same as 1.3, or electronically)
7.2	Commencement Date: 1 September 2020
7.3	The selected Bidder must pass Know Your Client (KYC) test before being awarded the Agreement.

Section 3. Technical Proposal - Forms

[Comments in brackets [...] provide guidance to the Bidders for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

Refer to Reference Paragraph 3.4 of the Data Sheet for the format of Technical Proposal to be submitted, and paragraph 3.4 of Section 1 of the RFP for Standard Forms required.

List of Forms:

Form TECH-1:	Technical Proposal Submission Form	22
Form TECH-2:	Bidder's Organization and Experience	23
Form TECH-3:	Comments and Suggestions on the Terms of Reference	25
Form TECH-4:	Description of Approach, Methodology and Work Plan	26
Form TECH-5:	Team Composition and Task Assignments	27
Form TECH-6:	Curriculum Vitae (CV) for Proposed Personnel	28
Form TECH-7:	Staffing Schedule	30
Form TECH-8:	Work Schedule	31

Form TECH-1: Technical Proposal Submission Form

_____, 2020

To: Chief Executive Officer
Liberia Inland Storage and Distribution Services Incorporated
1st Floor, Jubilee Plaza Building
Tubman Boulevard, Congo Town
Monrovia, Liberia
Tel: +231 88 655 3400
E-mail: lisds@cpcs.ca

Dear Madams/Sir:

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 Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal for Phase 1 EPC and Phase 2 EPC, and a Financial Proposal for Phase 1 EPC and Phase 2 EPC in separate PDF files.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e. before the date indicated in Reference Paragraph 1.7 of the Data Sheet, we undertake to negotiate on the basis of the proposed Personnel. Our Proposal is binding upon us and subject to the modifications resulting from Agreement negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Reference Paragraph 7.2 of the Data Sheet.

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

We remain,

sincerely,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Form TECH-2: Bidder's Organization and Experience

A – Bidder's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment, along with at least 3 references from past projects listed under B – Bidder's Experience.]

B – Bidder's Experience

[Using the format below, provide information on each assignment for which your firm/entity, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Please provide up to 10 most relevant assignments that cover Services under Terms of Reference]

Assignment name:	Approx. value of the Agreement (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N° of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm/entity under the Agreement (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	N° of Personnel months provided:
Name of associated Consultants, if any:	Name of Personnel of your firm/entity involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

Form TECH-3: Comments and Suggestions on the Terms of Reference

A - On the Terms of Reference

[Present and justify here any modifications or improvement (maximum 3 pages) to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point and incorporated in your Proposal.]

Form TECH-4: Description of Approach, Methodology and Work Plan

(for Performing the Assignment)

*[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (maximum 50 pages, inclusive of charts and diagrams) divided into the following three chapters. **It is recommended that the bidder bifurcate each chapter for Phase 1 EPC and Phase 2 EPC, thereby clearly showing how each phase will be executed.***

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

a) Technical Approach and Methodology. *In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

b) Work Plan. *In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible work plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.*

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

Form TECH-5: Team Composition and Task Assignments

Personnel				
i. Key Staff				
Name of Personnel	Firm	Area of Expertise	Position Assigned	Tasks Assigned
ii. Support Staff				

The team composition should cover the Personnel bifurcated by Phase 1 EPC and Phase 2 EPC.

Form TECH-6: Curriculum Vitae (CV) for Proposed Personnel

1. **Proposed Position** *[only one candidate shall be nominated for each position]:* _____
2. **Name of Firm** *[Insert name of firm proposing the staff]:* _____
3. **Name of Personnel** *[Insert full name]:* _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* _____
6. **Membership of Professional Associations:** _____
7. **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]:* _____
8. **Countries of Work Experience:** *[List countries where staff has worked in the last ten years]:* _____
9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* _____
10. **Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	--

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification to be engaged or dismissal, if engaged.

[Signature of Personnel] Date: _____
Day/Month/Year



Full name of authorized representative: _____

CV not signed by the Personnel will not be evaluated.

Form TECH-7: Staffing Schedule

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

- Months are counted from the start of the assignment. For each Personnel indicate separately Personnel input for home and field work;
- Field work means work carried out at a place other than the Bidder's home office.
- Staff inputs should be bifurcated for Phase 1 EPC and Phase 2 EPC.**

 Full time input
 Part time input

Form TECH-8: Work Schedule

N°	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

1. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase;
2. Duration of activities shall be indicated in the form of a bar chart.
3. **Work schedule should be bifurcated for Phase 1 EPC and Phase 2 EPC.**

Section 4. Financial Proposal - Forms

[Comments in brackets [...] provide guidance to the Bidders for the preparation of their 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 under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

List of Forms:

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Form FIN-5:	Breakdown of Reimbursable Expenses	37
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Form FIN-1: Financial Proposal Submission Form

_____, 2020

To: Chief Executive Officer
Liberia Inland Storage and Distribution Services Incorporated
1st Floor, Jubilee Plaza Building
Tubman Boulevard, Congo Town
Monrovia, Liberia
Tel: +231 88 655 3400
E-mail: lisds@cpcs.ca

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 total amount of *[Insert amount(s) in words and figures¹]* for Phase 1 EPC and Phase 2 EPC. This total amount is inclusive of all applicable taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Agreement negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Reference Paragraph 1.7 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Agreement execution, if we are awarded the Contract, are listed below²:

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

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

We remain,

sincerely,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

- 1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
- 2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Agreement execution."

Form FIN-2: Summary of Costs

Item	Costs
	USD
Phase 1 EPC tender evaluation and negotiation support	
Phase 1 EPC	
Phase 2 EPC tender review, evaluation and negotiation support	
Phase 2 EPC	
Total Costs of Financial Proposal ¹	

1. Indicate the total costs, net of local taxes, to be paid by the Client in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.
2. **Cost should be mentioned for Phase 1 EPC and Phase 2 EPC respectively. Cost should also be broken down for bid support for each phase.**

Form FIN-3: Breakdown of Costs by Activity

Group of Activities (Phase):² _____	Description:³ _____
Cost component	Costs
	USD
Remuneration ⁴	
Reimbursable Expenses ⁴	
Taxes	
Subtotals	

- Breakdown should be provided for Phase 1 EPC and Phase 2 EPC Services separately.**
- Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Bidder shall fill a separate Form FIN-3 for each group of activities. The sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- Short description of the activities whose cost breakdown is provided in this Form.
- Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

Form FIN-4: Breakdown of Remuneration

Group of Activities (Phase): _____				
Name ²	Position ³	Staff-month Rate ⁴	Input ⁵ (Staff-months)	USD
Foreign Staff				
		[Home]		
		[Field]		
Local Staff				
		[Home]		
		[Field]		
Total Costs				

1. Breakdown should be provided for Phase 1 EPC and Phase 2 EPC Services separately.
2. Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
3. Personnel should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
4. Positions of Personnel shall coincide with the ones indicated in Form TECH-5.
5. Indicate separately Personnel -month rate and currency for home and field work.
6. Indicate, separately for home and field work, the total expected input of Personnel for carrying out the group of activities or phase indicated in the Form.
7. For each Personnel indicate the remuneration in the column of the relevant currency, separately for home and field work.
8. Remuneration = Staff-month Rate x Input.

Form FIN-5: Breakdown of Reimbursable Expenses

Group of Activities (Phase): _____					
N°	Description ²	Unit	Unit Cost ³	Quantity	USD
1	Cost of transportation services including running and maintenance costs for supervision vehicles and supervision motorbikes. (Within Monrovia)				
2	Cost of Site office (only for first month)				
3	Cost of communications for the purpose of the Services.				
4	Cost, rental and freight of any instruments or equipment required to be provided by the Bidders for the purposes of the Services.				
5	Cost of printing and dispatching of the reports to be produced for the Services.				
6	Cost of such further items required for purposes of the Services not covered in the foregoing.				
Total Costs					

- 1. Breakdown should be provided for Phase 1 EPC and Phase 2 EPC Services separately.**
- Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.
- Delete items that are not applicable or add other items according to Reference Paragraph 3.6 of the Data Sheet.
- Indicate unit cost and currency.
- Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.
- Indicate route of each flight, and if the trip is one- or two-ways.
- Only if the training is a major component of the assignment, defined as such in the TOR.

Form FIN-6: Bidder's Representations Regarding Costs and Charges

(Expressed in *[insert name of currency]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Salary per Working Month/Day /Year	Social Charges ¹	Overhead ¹	Subtotal	Fee ²	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Field									

1. Expressed as percentage of 1

2. Expressed as percentage of 4

Section 5. Terms of Reference

OWNER'S ENGINEER CONSULTANCY SERVICES FOR "DESIGN AND CONSTRUCTION OF LIBERIA INLAND STORAGE FACILITY", MONROVIA, LIBERIA

TERMS OF REFERENCE

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INTRODUCTION

As a small Sub-Saharan African economy rebuilding after years of civil war and – more recently, the Ebola Virus Disease (EVD) epidemic – Liberia is an import-dependent economy. More specifically, Liberia is a net importer of basic food items such as cereals (mainly rice), fast-moving consumer goods (FMCG), live animals and animal products. The reliance of the economy on imports implies a dependency on warehousing and logistics services to ensure imported commodities are safely stored pending distribution to final users and consumer. Consequently, the provision of storage and other supply chain services for commodities in Liberia is amongst the most critical requirements in the present economy.

The Inland Storage Facility (ISF) was conceived as a strategic response to the limited storage, distribution and logistics infrastructure within the Manu River Union (MRU). The ISF is an inland terminal that will consist of general warehousing, with some limited temperature-controlled ambient storage and cold storage facilities; temperature controlled storage may be set up within three years of the start of operations using reefer units. ISF is intended to be open-access (often referred to as a ‘common use’) facility under the management of a competent warehouse operator possessing recognized international qualifications for ambient and cold chain management.

The Client now seek to competitively select an engineering firm (“the Consultant”) with demonstrative expertise and experience to represent the Client in the construction of the ISF, in accordance with the scope of work outlined below.

The purpose of the Terms of Reference is to guide interested firms to prepare and submit both technical and financial proposals for the supervision of the Works.

Project Sponsors

▪ InfraCo Africa Limited

InfraCo Africa is part of the [Private Infrastructure Development Group \(PIDG\)](#). It is managed as a private company, although funded by governments in the UK ([DFID](#)), the Netherlands ([DGIS](#)) and Switzerland ([SECO](#)). InfraCo Africa seeks to alleviate poverty by mobilizing investment into sub-Saharan infrastructure projects. It does this by funding teams of experienced project developers or by investing directly into projects which need the financial commitment and leverage that InfraCo Africa can bring. Since its establishment in 2004, InfraCo Africa has developed nine infrastructure projects through to financial close. Of these, it has successfully exited four projects and is overseeing the construction and operation of the remainder. More information on InfraCo Africa can be found at www.infracoafrica.com.

▪ Global Logistics Services Inc.

The local project sponsor, Global Logistics Services Inc. (GLS), is a Liberian-owned logistics services provider, in business since 2012. GLS currently owns and operates a 25-year concession for the air cargo handling at Roberts International Airport in Monrovia and is the preferred agent for several blue-chip shippers and cargo owners. GLS is an investee company of the West Africa Venture Fund (WAVF), whose two investors are the International Financial Corporation (IFC) and the Dutch charity Cordaid.

GLS operates as a freight-forwarder and 3PL to many of the large commercial and industrial firms in Monrovia. The firm has experience in clearing cargo and providing freight management services within the MRU. The idea for the ISDF was prompted by many of GLS’s clients’ requests for storage and other services beyond the freight-forwarding, cargo clearing and transport logistics services. More information on GLS Group can be found at <https://glsbusiness.com/>.

The Sponsors are InfraCo and GLS, who are owners of Liberia Inland Storage and Distribution Services Inc (LISDS). LISDS is the client for the contract.



■ CPCS Transcom Limited

In November 2017 CPCS signed a Developer Services Agreement with InfraCo Africa, which mandated CPCS to source and develop early-stage project opportunities focusing on key infrastructure sectors within sub-Saharan Africa. The Project is one such opportunity, in which InfraCo Africa has invested in its early stage (prefeasibility) development. Going forward CPCS shall be known as the “Project Developer”.

CPCS is a global management consulting firm specializing in transportation, power and public-private partnership infrastructure projects. CPCS has a specific division, named the Infrastructure Development Unit, focused on servicing the development of key infrastructure projects across the continent of Africa. The CPCS group has been involved in over \$10B worth of transactions advising both government and private sector clients on infrastructure-related projects across the continent. More information on CPCS can be found at www.cpcs.ca.

1. PROJECT DESCRIPTION

The Inland Storage Facility (“ISF” or the “Project”) involves the development of a storage facility in Liberia, of approximately 4,700 sqm. The Project will feature modern commercial warehouses equipped with world-class inventory management systems, racking and general storage facilities. The Project will also include temperature controlled storage that will be set up within three years of the start of operations using reefer units.

The ISF will be the first open-access storage facility of this type in Liberia. Similar projects are in operation in the more developed Africa economies such as South Africa and Kenya. Once proof of concept is demonstrated in Liberia, the goal is to replicate the model in Sierra Leone and Guinea; countries with similar market dynamics and challenges.

The Project will operate on a throughput model. Customers such as third party logistics services providers (3PL) or importers pay to secure space in the facility and pay to use the additional services provided such as consolidation/deconsolidation of cargo and inventory management. The Project will endeavor to secure short to medium term contracts (1-3-years) with key customers, many of which are existing customers of GLS.

The Project is to be constructed in two phases. Phase 1 EPC Works include site preparation and construction of the warehouse and other permanent structure. Details of Phase 1 EPC Works are listed in Section C - Project Activities below. Phase 2 EPC Works include the procurement and installation of equipment and racking systems, furniture and fittings including warehouse management systems, and testing and commissioning of the facility to prepare it for operations. Detail of Phase 2 EPC Works are listed in Section C – Project Activities below. Both phases will be constructed through separate EPC Contract i.e. the EPC for construction of phase 1 Works is different from EPC for construction of phase 2 Works. Phase 1 is expected to be executed over the first twelve months of this Contract, and phase 2 is expected to be executed over the last six months of this Contract. Phase 1 EPC will be procured through FIDIC Yellow Book V1999 contract. Phase 2 EPC is also expected to be procured through FIDIC Yellow Book V1999 contract.

The Consultant will be expected to carry out Services mentioned under [2. Scope of the Assignment].

A. PROJECT LOCATION

The facility will be located on 2.28 acres of land at the Monrovia Industrial Park (off Somalia Drive) which is approximately 10.2 km from the seaport (currently 15-20 minutes driving distance on tarred road). The



coordinates of the land at the Monrovia Industrial Park are provided below along with a figure that provides a map of the location of the facility relative to the Project Site within Monrovia, the capital of Liberia.

Land Coordinates:

South 84 degrees 30' 30 West, 330 feet along a concrete fence to a point; thence running South 05 degrees 29' 30 East, 186 feet to a point, thence running North 84 degrees 30' 30" East, 66 feet parallel to a point, thence running South 05 degrees 29' 30" East, 144 feet to a point; thence running North 84 degrees 30' 30" East, 264 feet parallel with an existing 30-foot street to a point; and thence running North 05 degrees 29' 30" West, 330 feet parallel with a 50-foot existing Road to the point of commencement and containing 9.12 lots or 2.28 acres of land and no more.

Figure 1: Geographic location of Liberia Inland Storage and Distribution Services Incorporated



B. CONCEPTUAL LAYOUT AND SECTIONS (Phase 1)

The Warehouse has been designed to accommodate pallet storage six tiers high in pallet racking. The racking is to be serviced by dedicated reach trucks. The distribution area is a raised platform with three end on receiving and dispatching docks with dock levelers and one door for side loading. The loading and off-loading is to be done with forklifts. A double story administration building is integrated to the front façade of the building. All utilities are positioned down the western side of the building with easy vehicle access. Sufficient maneuvering space has been allowed for trucks and on-site parking has also been allowed for passenger vehicles.

Figure 2: Aerial layout of the ISF

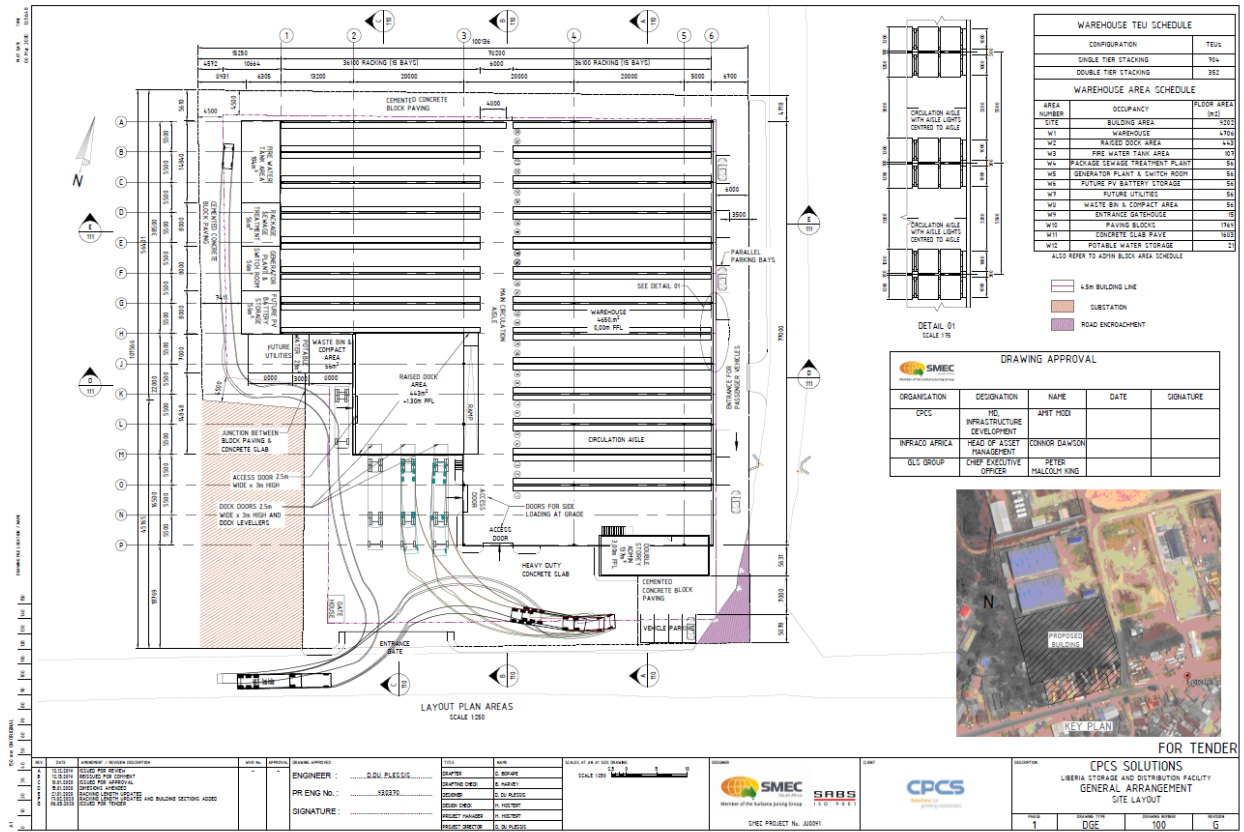
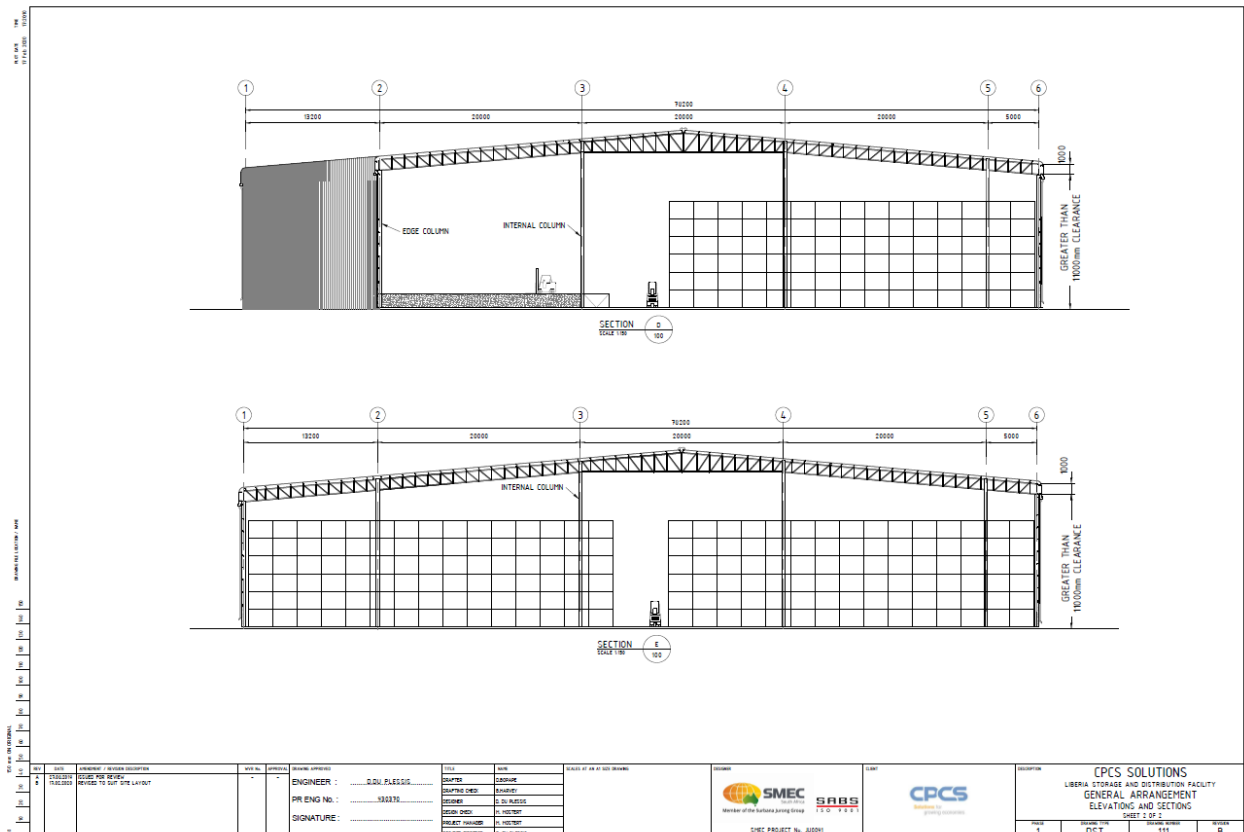


Figure 3: Cross-section (Front Façade) view of ISF racking



The figure displays three architectural sections (A, B, and C) of the Liberia Storage and Distribution Facility. Each section shows a long, rectangular building with a series of vertical columns and a flat roof. The sections are labeled with grid lines (P, N, D, M, L, K, J, H, G, F, E, D, C, B, A) and dimensions. Section A shows a building with a height of 10000mm and a width of 10000mm. Section B shows a building with a height of 10000mm and a width of 10000mm. Section C shows a building with a height of 10000mm and a width of 10000mm. The sections are labeled 'SECTION A', 'SECTION B', and 'SECTION C' respectively. The title block at the bottom contains the following information:

NO.	DATE	REVISION / MODIFICATION	BY	CHKD.	APPROVED	REVISION	DATE	REVISION	DATE	REVISION	DATE
1	15/03/2024	ISSUED FOR BIDDING									
2	16/03/2024	REVISED TO LAY OUT LAYOUT									

ENGINEER : D.DU. FLESCIO
 PR. ENG. NO. : 193332
 SIGNATURE : _____

CLIENT : **SMC** **SABS** **CPCS**
 Member of the National Joint Group
 170 1711
 CHIEF PROJECT No. 00001

PROJECT : **LIBERIA STORAGE AND DISTRIBUTION FACILITY**
 GENERAL ARRANGEMENT
 ELEVATIONS AND SECTIONS
 SHEET 1 OF 2

Scale: 1:100

[illegible]

C. PROJECT ACTIVITIES

The Phase 1 EPC Contractor's scope of work will consist of the design and construction of:

- Bulk earthworks, roadways and hard standing;
- Reinforced concrete foundations;
- Concrete surface beds;
- Site drainage;
- Structural steel building;
- Offices, and ablution facilities;
- Water, sewerage and electrical reticulation;
- Waste treatment
- Fencing and gates;
- Security system;
- Application for building permits at local authority;
- Submission and sourcing of approval for building plans from the local authorities;
- Connection to services for water, sewer and electricity;
- Cableways and sleeves for ICT (to be installed by other).
- Guard houses
- Electrical power generation & reticulation, including off-grid diesel and solar
- HVAC
- Fire water storage

The Phase 2 EPC Contractor's scope of work will consist of the design, supply and commissioning of:

- Preparation and design of facility layout
- Equipment requirement plan
- Procurement of equipment including, but not limited to:
 - Pallet racking system including pallets, cages and boxes
 - In rack sprinkler system
 - Reach truck and forklift procurement
 - Battery charging equipment for reach trucks and forklifts
 - Solid waste compactors
 - Office setup, cabinets, computers
 - CCTV and scanning systems
 - Inventory and Warehouse Management System
 - Other machinery
- Shipping, customs clearing, and installation
- Testing and Commissioning

D. PROGRAM

The first month of the Agreement will be spent in supporting the Client on Phase 1 EPC proposal evaluation and negotiation. Thereafter, the Consultant will provide Services pertaining to Phase 1 EPC Contract wherein Works will be performed over eleven (11) months of the Agreement period.

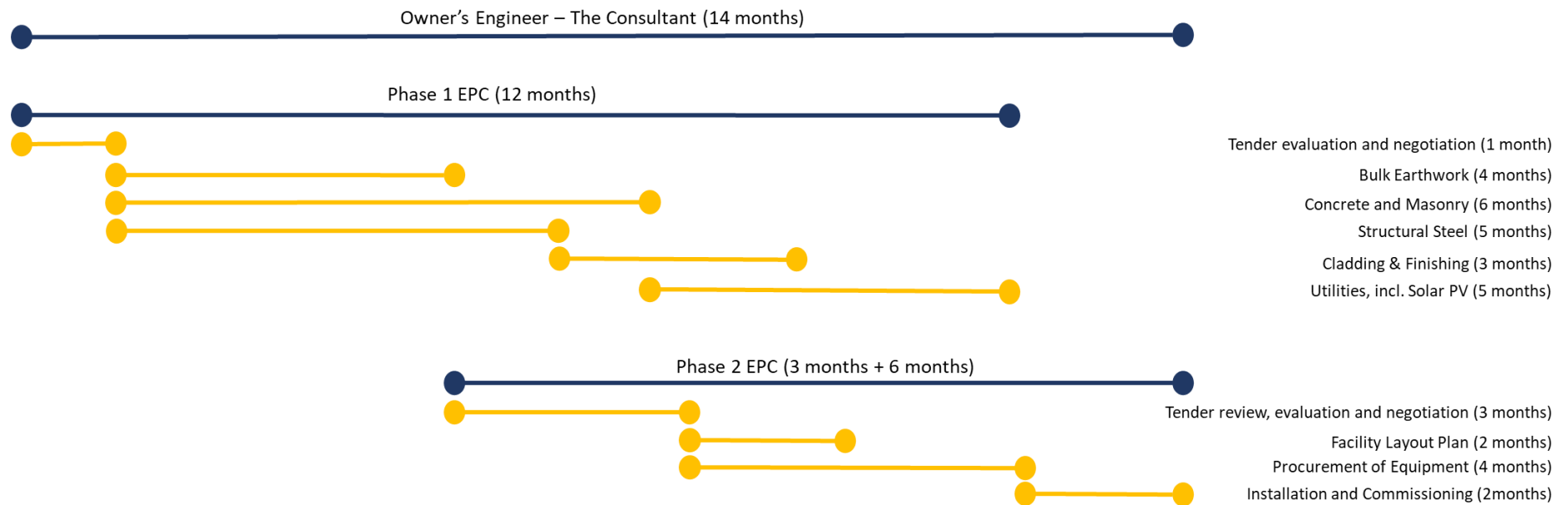


Concurrently, The Consultant will also support the Client on Phase 2 EPC tender preparation, evaluation, and negotiation. The Phase 2 EPC Works will be carried out over the last six (6) months of the Agreement period. The total period for the Bidder will be fourteen (14) months. The figure below depicts the estimated schedule of the Agreement.

The Bidder's responsibility during Phase 1 EPC proposal evaluation and negotiation will be limited to reviewing the evaluation of proposals and supporting the Client with contract negotiations. For Phase 2 EPC, the Consultant's responsibility during tender preparation, evaluation, and negotiation will be limited to providing technical review of tender documents, reviewing the evaluation of proposals, and supporting the Client with contract negotiations. The Bidders shall propose separate costs for Phase 1 EPC tender support and Phase 2 EPC tender support in their Financial Proposal, as indicated in Form FIN-2.

The Client, may remove Phase 2 EPC from the Consultant's scope of work with (no less than) thirty (30) days' notice of the start of Phase 2 EPC Services for non-performance on Phase 1 EPC Services, and the time for completion of the assignment will be reduced accordingly.

Figure 6: Indicative Program Schedule



2. SCOPE OF THE ASSIGNMENT

The Consultant will act as the appointed Engineer on the EPC Contract(s) as per Section 3 “The Engineer” (for FIDIC Yellow Book v.1999) of the EPC Contract(s) of the Works described in this Terms of Reference. The scope of the assignment will include all tasks and procedures identified in as per Section 3 “The Engineer” of FIDIC Yellow Book V.1999 and summarized in this Terms of Reference.

The scope of the assignment for the Consultant included, but is not limited to:

- i. Support the Client on the evaluation & negotiation of proposals received for the Phase 1 EPC and Phase 2 EPC. During Phase 1 EPC, the Consultant will support the Client with proposal evaluation and negotiation. Their work will be limited to reviewing the evaluation of proposals and supporting the Client with contract negotiations. For Phase 2 EPC, the Consultant’s responsibility will include supporting the Client with tender document review, proposal evaluation, and contract negotiation. The nature of work will be limited to providing technical review and inputs on tender documents, reviewing the evaluation done for the proposals, and supporting the Client on contract negotiations.
- ii. Provide Design Reviews of Contractor’s Documents (designs, reports, etc.) verifying compliance with the performance specification and national and international codes of practice, comment on the appropriateness of the design to the environment and the end users intent, supervise services including inspection, testing, and measurement of works and materials incorporated in the Works - to ensure that the various constructional activities are carried out in accordance with the terms of the EPC Contract(s) document and all other relevant documents;
- iii. Administer EPC Contract(s) of the construction works in accordance with the Works Contract Conditions, Employers Requirement and other relevant documents;
- iv. Monitor the performance of the Contractor(s) and control contract costs and time schedules for the Phase 1 EPC and Phase 2 EPC contracts;
- v. Create snag lists and ensure the Contractor completes the snag list prior to final hand-over;
- vi. Provide post construction services to ensure the preparation of as- built drawings by the contractor, preparation of final report and final account, administration of Defects Liability Period activities, and issuance of Interim Payment Certification, Final Payment Certificate, Defect Liability Certificates, and other certificates;
- vii. Conduct factory acceptance tests to achieve independent proof of functionality, quality, and integrity before commissioning of equipment by the EPC Contractor;
- viii. Conduct acceptance tests on the mechanical and electrical handling equipment, trucks and forklifts, the racking system and warehouse management software, and validate with the Client and the EPC Contractor that the defects are remedied;
- ix. Monitor the Contractors compliance with the HSES Requirements as listed under 7. HSES Requirements of this section, conduct HSES Audit and monitor and certify remedial action undertaken by the Contractor.

3. DUTIES AND RESPONSIBILITIES OF THE CONSULTANT

The Consultant shall perform the Services hereunder:

3.1. General

The Consultant shall:

- i. Oversee Pre-Construction Condition Survey by the Contractor and document existing condition of the Site prior to construction;
- ii. Support the Client with evaluation and negotiation of bids received for Phase 1 EPC and Phase 2 EPC;
- iii. Provide Design Review of Contractor's Documents Submitted within the EPC Contract required period (as defined in the Works Contract Conditions);
- iv. Provide Comments to Client for consideration;
- v. Review and approve Contractor's Documents;
- vi. Function in all matters and represent the Client in any matter related to the EPC Contract and the proper execution thereof;
- vii. Carry out the assignment in accordance with generally accepted professional standards and practices;
- viii. Keep and regularly update a list of the Contractor's equipment and its conditions to ensure compliance with the Contractor's commitments in his bid.
- ix. Check and challenge aspects of the Works that do not meet, or appear to deviate from the technical requirements, final design, good industry practice and/or health and safety requirements, and/or other applicable laws or regulations (including protection of the environment);
- x. Inform the Client of difficulties or potential difficulties which may arise in connection with the EPC Contract(s) and make recommendations for possible solutions;
- xi. Maintain Project Dairy and Site Instruction Book;
- xii. Organize and preside over all Site meetings;
- xiii. Monitor the Health, Safety, Environmental, and Social (HSES) of the construction and temporary works as defined in 7 [HSES Requirements];
- xiv. Arrange and make public presentations of the works done at the request of the Client;
- xv. Consult, coordinate and collaborate with all stakeholders to ensure successful implementation of the Contract.

3.2. Quality Control

The Consultant shall:

- i. Inspect and evaluate the contractor's Quality Assurance Program (based on ISO 9000 family¹) to ensure compliance with the terms and conditions of the EPC Contract(s) and the quality assurance program;
- ii. Periodically review the Quality Assurance Program and suggest amendments to the Client and the Contractor.
- iii. Undertake Site audits of construction activities to ensure that the Clients interests are protected;
- iv. Manage all document pertaining to the project, request for information from the Contractor as necessary, put in place a document management system, apply quality controls, and submit to the Client monthly non-conformance reports.
- v. Furnish the Contractors with all necessary engineering information and data for carrying out the Works;
- vi. Examine and approve all Health, Safety, Environmental, and Social (HSES) Documents submitted by the Contractor and provide supervision of contractor's HSES incidence investigation and reporting in accordance with IFC Performance Standards and PIDG Operating Policies and Procedures;

¹ The Consultant may apply their own system aligned to ISO 9000 family.

- vii. Furnish timely review to the Contractor in all matters related to ground survey controls, quality control and testing;
- viii. Review and approve Contractor's working drawings and drawings for temporary works;
- ix. Prepare test plans for materials and develop requirements for acceptance.
- x. Receive samples of materials to be supplied by contractor and issue acceptance or rejection notice to the contractor. The Consultant may seek consent of the Client when deemed necessary;
- xi. Ensure all materials are tested by a competent laboratory by the Contractor to ensure compliance with technical specifications and requirements as listed under 8. Testing Requirements by the Consultant of this section;
- xii. Monitor and oversee the relocation of utility service lines, if any.

3.3. Time Control

The Consultant shall:

- i. review and recommend for the Client's approval, the contractors' Works schedules, method of construction and any revisions thereto.
- ii. prepare and submit weekly progress report and any other relevant documents as per the reporting requirements stated under [6. Preparation and Submission of Reports]. The report shall cover contract data, financial information, progress of Works, contractor personnel, equipment on Site, materials on Site, conformity to HSES Requirements etc.;
- iii. propose and present for the approval of the Client any changes in the scope of Works or extension of time that he may deem necessary.

3.4. Cost Control

The Consultant shall:

- i. approve any works to be done by the Contractor in accordance with the Conditions of Contract.
- ii. monitor and keep track of expenditure on the Project and submit to the Client weekly cost updates.
- iii. verify and certify works done by the Contractor in each month in accordance with the Conditions of Contract.
- iv. examine and make recommendations to the Client on extension of time and other similar matters raised by the Contractor.
- v. check or calculate earned value and cost performance metrics for the Contractor.

3.5. Defects Liability Period

The Consultant shall issue the following documents strictly in accordance with the Works Contract Conditions requirements:

- i. six weeks prior to the building reaching completion before the issuance of the Certificate of Completion, the Consultant shall do the necessary inspection and compile a snag list. The Consultant shall specify remedial works to be carried out and supervise the remedial works. The Consultant shall propose to the Client a date for a joint inspection prior to the issuance of the Certificate of Completion;
- ii. regularly inspect the Works during the Defects Liability Period (DLP) and inform the Contractor to remedy any defects thereto, monitor any repair works carried out by the Contractor and prepare defects list prior to final inspection with the Client;

- iii. carry out the inspection of the Works in the company of the Client and the Contractor and issue the Defects Liability Certificate;
- iv. prepare Final Payment Certificate;
- v. ensure the preparation of as-built drawings by the Contractor in digital format acceptable to the Client;
- vi. prepare Final Statement.

3.6. Building Information Modeling (BIM)

The Consultant shall develop BIM model, clash detection reports, digital asset management guideline, and data collection and facility management Plan. The tasks will include:

- i. Implementation of the Asset Information Model (AIM) structural integration;
- ii. Setup of system workflows and organisation of training to Client team on BIM360 and Novade;
- iii. Development of asset information requirements (AIM);
- iv. Coordinating the model information requirements;
- v. Coordinating as-built models;
- vi. Post-handover model updating;
- vii. Workshop on as-built modelling data requirements and FM requirements;
- viii. Drafting and submitting clash detection reports to design teams;
- ix. Data delivery format and output requirements for the CAFM system;
- x. Prepare the BIM adoption guidelines (draft) and promote training to Client, contractors and suppliers (or any other relevant entity) through the BIM Manager.

Scope includes design and development of models; clearing of design intent or clash detection related issues; design or manufacturing assembly (DFMA); contractor model trade coordination; Constructability Checking and Operations and Maintainability Checking.

4. QUALIFICATIONS & RESPONSIBILITIES OF PERSONNEL

4.1. General

The Key Personnel required for the assignment are Team Leader (Civil/Structural Engineer), Architect, Quantity Surveyor, Civil Engineer, Electrical Engineer, Mechanical Engineer, HSES Manager, BIM Manager and a Technician Engineer (Survey).

The Consultant shall submit signed Curriculum Vitae (CV) for each position and certified copies of relevant certificates of qualification for each Personnel.

The Consultant shall present only one CV per position. Membership of relevant professional institution and Post-graduate degrees in the relevant fields will be an advantage.

4.2. The Project Team

It is estimated that a total of forty two (42) staff-months of key project staff will be required as shown in Table 1 below. **The staff months and positions mentioned are indicative and the Bidder should propose any variations as they believe are required to deliver the assignment.**

TABLE 1: KEY PERSONNEL INPUT

Description	Staff – Months
Team Leader (Civil /Structural Engineer)	4
Architect	1
Quantity Surveyor/Contract Specialist	6
Electrical Engineer	2
Mechanical Engineer	2
HSES Manager	3
Technician Engineer (Survey)	3
Resident Engineer	14
Warehouse Operations Expert	3
BIM Manager	4
TOTAL	42

Provision should also be made in the proposals for all supporting and back office staff, such as contract managers, that will be required for the Services. **The Consultant should provide a breakdown of Personnel-months by Phase 1 EPC and Phase 2 EPC.**

4.3. Responsibility and Qualification of Key Personnel

A. Team Leader and Civil Engineer

The Team Leader will be responsible for the overall co-ordination and management of the Services to ensure the satisfactory fulfillment of the requirements of the Terms of Reference. The Team Leader will be responsible for all the Services associated with the day-to-day administration of the Agreement and the technical control of the Works.

Specifically, he shall:

- Monitor the progress of EPC Contract implementation, and direct and revise the work as may be required;
- Coordinate all design review processes;
- Ensure that Works are being executed in accordance with the EPC Contract;
- Approve the Contractor's Work program and monitoring its implementation;
- Organize site meetings and prepare minutes of the same;
- Keep records of all communications with Contractor;
- Prepare inception, monthly and quarterly reports on the progress of the Works;
- Supervise the preparation of as-built drawings;
- Check and certify interim payment certificates;
- Ensure the application of sound quality control reports on the progress of the Works;
- Monitor and supervise the performance of Consultant's project personnel throughout the period of Agreement implementation;
- Create snag lists and ensure the Contractor completes the snag list prior to final hand-over;
- Co-ordinate back-up support from Head Office to field Personnel;



- Liaise with the Employer in all matters relating to the implementation of the Agreement and ensure that the Employer is adequately appraised of all activities on the Site;
- Oversee the delivery of Services and delegate responsibilities to team members as necessary.

S/he shall possess a Bachelor of Science Degree in Civil Engineering or its equivalent. A postgraduate certificate in Project Management will be an added advantage. S/he shall have a minimum post qualification experience of 15 years and a minimum of 8 years' experience in Steel/Concrete Framework infrastructure.

S/he shall provide evidence as a Team Leader, work experience in similar countries, and the ability to communicate effectively in English. Membership of a relevant Professional institution should also be indicated.

The Team Leader shall spend at least half of their staff-months as indicated in Table 1 in country in order to facilitate the Works.

B. Architect.

The architect shall report to the Team Leader, shall have be responsible for the following:

- Review all Contractors Documents regarding Detail Architectural Designs;
- Coordinating and Supervising the implementation of the approved designs;
- Assist the Team Leader regarding decision related to Architectural Design;
- Coordinating and reviewing final As-Built Documents.

S/he shall possess a Bachelor of Science degree in Architecture.

S/he shall have a minimum post-qualification experience of 15 years and must show evidence of a minimum 10 years work on similar contracts.

Membership of a relevant professional institution should also be indicated.

C. Quantity Surveyor/Contract Specialist

The Quantity Surveyor will report to the Team Leader and will be responsible for work measurement, quantity monitoring cost control and preparation of certificates for interim and final payments to the Contractor.

- Review and agree the price distribution in the Bill of Quantities of the Permanent Works (BPQPW) with the Contractor to ensure a balanced bill that compensates the contractor fairly as work progresses;
- Prepare Interim and Final Payment Certificates;
- Make periodic checks on the quantities of unfinished works;
- Assist the Team Leader on all contractual issues;
- Assist the Team Leader in the substantial completion inspection, final inspection;
- and handing over of the completed works;
- Prepare final completion report;
- identifying any contractual problems which may have arisen during the implementation of the contract; and
- make appropriate recommendations for mitigating these in future contracts.

S/he shall possess a Bachelor of Science degree in Building Technology/Quantity Surveying or its equivalent. S/he shall have a minimum post-qualification experience of 10 years and must show evidence of a minimum 7 years work on similar contracts.



Membership of a relevant professional institution should also be indicated.

The Quality Surveyor/Contract Specialist shall spend at least half of their staff-months as indicated in Table 1 in country in order to facilitate the Works.

D. Electrical Engineer

The Electrical Engineer shall report to the Team Leader, and shall be responsible for the following:

- Review all Contractors documents relating to Electrical Designs;
- Coordinate and supervise the implementation of the approved designs;
- Assist the Team Leader regarding decisions related to Electrical Installations.
- Reviewing final As-Built Documents for compliance with the performance specifications and what was actually built.

S/he shall possess a Bachelor of Science degree in Electrical Engineering or its equivalent. S/he shall have a minimum post-qualification experience of 10 years and must show evidence of a minimum 8 years work on similar contracts.

Membership of a relevant professional institution should also be indicated

E. Mechanical Engineer

The Mechanical Engineer shall report to the Team Leader, and shall be responsible for the following:

- Review all Contractors Documents relating to Mechanical Designs for compliance with the design intent and the performance specification;
- Coordinator and Supervise the implementation of the approved designs;
- Assist the Team Leader regarding decision related to Mechanical Installations to ensure that the design options chosen are technically best value for money for the Client.

S/he shall possess a Bachelor of Science degree in Mechanical Engineering or its equivalent. S/he shall have a minimum post-qualification experience of 10 years and must show evidence of a minimum 8 years work on similar contracts.

Membership of a relevant professional institution should also be indicated

F. HSES Manager

The Health, Safety and Environment Manager ("HSES") Manager shall report to the Team Leader, and shall be responsible for the following in accordance with Clause 7 HSES Requirements.

- Review all Contractors Documents relating to Health, Safety & Environment Documents such as weekly progress reports, which shall contain, among others, safety statistics, including details of any hazardous incidents and activities related to other HSES aspects. In line with this, the Manager shall be required to review report of the following:
 - HSES management actions/measures taken;
 - Injury and incident reporting;
 - Problems encountered in relation to HSES aspects (incidents, including delays etc.);
 - Stakeholder engagement activities including grievances received and measures to address them;
 - Observations, concerns raised and/or decisions taken with regard to HSES management on Site;
 - Any positive action promoting/improving safety and environment awareness;
 - Remedial actions implemented resulting from audits, near-misses, incident and accident analysis;



- Any other safety and environment-related information.
- Ensure that all in-country required HSES permits are acquired and displaced as mandated;
- Coordinator and Supervise the implementation of the approved Health, Safety & Environment Social Documents;
- Assist the Team Leader regarding decisions related to Health, Safety & Environment;
- Review Site induction content and training plans;
- participate in incident investigations and comment of the incident report provided by the Contractor;
- Instruct Contractor to stop any activities on Site that are not safe and represent an immediate risk.

S/he shall possess a Bachelor of degree in a related field plus appropriate occupational health and safety training and certification (NEBOSH International General Certificate or equivalent).

Familiarity with good international Industry practices in Health, Safety and Environmental (including IFC Performance Standards as defined in this document). S/he shall have a minimum post-qualification experience of 10 years and must show evidence of a minimum 8 years work on similar contracts.

G. Technician Engineers (Survey)

The Technician Engineer shall be responsible in all matters relating to construction works as assigned to them by the Team Leader.

The Technician Engineer (Survey) shall possess a higher national diploma (HND) in geodetic engineering or land surveying or its equivalent from a recognized institution. S/he should have a post qualification experience of a minimum of three (3) years in building works and must show enough evidence of having worked as a Technician Engineer in matters relating to surveying on contracts of similar nature and work experience in similar countries

H. Resident Engineer

The resident engineer will be based on Site full time to provide quality assurance on a daily basis, and prepare weekly Site reports with photographs documenting progress and assist the engineers and the QS in preparing Interim and Final Payment Certificates.

S/he shall possess a Bachelor of Science Degree in Civil Engineering or its equivalent. S/he shall be a local registered civil engineer with and a minimum of 5 years' experience in similar construction works.

I. Warehouse Operations Expert

The warehouse expert is to commission and do all the acceptance testing on the mechanical and electrical handling equipment, trucks and forklifts, the racking system and logistics management software.

S/he shall have familiarity with good international warehouse facility design and operations practices and sound knowledge of equipment suppliers, preferably who can ship equipment to Liberia. S/he shall have minimum of 5 years' experience on similar projects and should have conducted similar assignment on at least three similar projects in Africa.

J. BIM Manager

The BIM Manager is tasked to oversee all the stages in a project, from planning and design to construction and completion. The BIM Manager will get to collaborate with engineers, quality and quantity surveyors, and many other agents with the goal of sharing project information and making data-driven decisions.



- Produce and/or Review 3D Models and levels of development;
- Capture data and information into the models;
- Identify the accuracy and integrity of the models on the Project;
- Use an EIR document to create a BEP, which outlines how the Client's requirements will be met;
- Monitor the performance of an entire supply chain to ensure effectiveness and suggest additional training when necessary;
- Manage 3D and 4D models published (sometimes all the way to 7D) to provide a helping hand to project team;
- Assist quantity surveyors with quantity take-off extraction from models or be assisted by quantity surveyors to build the model as per as built reports;
- Create data logistics plans for Client's computer aided facility management (CAFM) application;
- Creating Visual Method Statements to provide a brief of risk assessment to the necessary parties;
- Process all the information in the cloud and extract the necessary dimensions for Quantity Surveyors;
- Develop and deploy the Project BIM execution plan;
- Perform regular audits of the project information and project-specific model philosophies and methodologies;
- Manage and quality control the content creation and dissemination process during design and construction.

The BIM manager should hold a bachelor's degree in civil engineering or subjects related to construction and possess minimum 5 years of relevant experience in BIM modeling process.

K. Other Technical and Support Staff as required.

The Consultant shall plan its own technical and supporting staff needs. The Consultant shall include the cost estimate for these in its Financial Proposal.

L. Backstop

The Consultant shall provide for technical backstop personnel who are full-time employees of the bidding entity and possess equivalent qualifications of the personnel they may backstop for. These personnel shall be approved by the Client before starting any work on the Project.

5. TIME SCHEDULE

The Consultant shall commence the Services within fourteen (14) calendar Days of the Commencement Date of the Agreement or such time as the Parties may agree in writing. The Agreement shall be executed according to the following schedule:

Phase 1 EPC:

- | | |
|---|-----------|
| - Evaluation & negotiation support with bids: | 1months; |
| - Supervision services (Phase 1 EPC): | 11months; |

Phase 2 EPC:

- | | |
|--|-------------------|
| - Preparation, evaluation & negotiation support with bids: | three (3) months; |
| - Supervision services (Phase 2 EPC): | six (6) months; |



- Defects Liability Period (DLP): twelve (12) calendar months for Phase 1 EPC and six (6) calendar months for Phase 2 EPC (one month to assess the extent of defects during the DLP and one to prepare the Final Completion Report for each Phase)

The estimated period of the consulting services of Phase 1 is twelve (12) calendar months.

The estimated period of the consulting services of Phase 2 is nine (9) calendar months.

6. PREPARATION AND SUBMISSION OF REPORTS

The Consultant shall prepare and submit **electronic copies** (in PDF, .DOCX, and other formats as applicable) of each report which shall reflect the various stages of the contract according to the following schedules:

- Inception Report:fourteen (14) Days after mobilization
- Weekly Progress ReportsBy the Tuesday of the following week
- Monthly Progress Reports.....By the 10th Day of the ensuing month
- Quarterly Progress ReportBy the 15th Day of the first month of the following quarter
- Substantial Completion Reporttwenty-eight (28) Days after substantial completion date
- Project Final Completion Report.....twenty-eight (28) Days after issuance of Defects Liability Certificate.

In addition to the above, the Consultant shall report any serious incidents immediately and submit a situation specific report within a period of five (5) Days after the occurrence of the incident.

6.1. Inception Report

The Consultant shall submit the inception report to the Client. This report shall include;

- i. The Consultant's impression of the Agreement;
- ii. Recommendation on any major changes in the original designs or any proposal from the Contractor;
- iii. A program and strategy for the implementation of the Contract;
- iv. Structure of Weekly Progress Reports and Monthly Progress Reports.
- v. Status of Consultant's Mobilization

6.2. Weekly Progress Reports, Monthly Progress Reports and Quarterly Progress Report

Progress Reports shall be submitted to the Client. These reports shall include:

- i. All necessary contract data, both physical and financial;
- ii. Summary of progress and problems. Including HSES incidents;
- iii. Revised program for the timely completion of the Contract;
- iv. Photograph log;
- v. Recommendation for the future.

The format of Weekly Progress Reports, Monthly Progress reports and Quarterly Progress Report shall be agreed at the inception stage.

6.3. Substantial Completion Report



The Consultant shall submit to the Client the substantial completion report, within twenty-eight Days (28) of the completion date for the Works and after the Taking-Over inspection as defined in FIDIC Yellow Book. The report shall highlight the following:

- i. The state of completion of the Works;
- ii. List of all outstanding works and issues;
- iii. Recommendation for addressing all outstanding issues;
- iv. Program of the Contractor for undertaking outstanding works;
- v. Demobilization of both the Contractor and Consultant;
- vi. Schedule for preparation of the Final Account and Final Completion Report.

6.4. Final Account

After substantial completion of the Works, the Contractor shall prepare the Final Account to be submitted to the Consultant. The Consultant shall review such accounts and discuss major issues with the Client and assist the Client to negotiate the Final Account after the Defects Liability Period.

After the negotiations, the Consultant shall prepare the Final Account and the Final Payment Certificate for the Works and submit it to the Client for settlement.

6.5. Final Completion Report

The Consultant shall submit to the Client, 28 Days after the settlement of the Final Account, the Final Completion Report. This report shall include the following:

- i. Engineering Report.
- ii. As-built drawings
 - three (3) printed copies
 - one digital copy (drawings in a DXF file on CD)
- iii. All records including field books etc., which shall be properly indexed and submitted as attachments to the main report.
- iv. Relevant comments on the contracts that may help in the future implementation of similar contracts.
- v. Picture album and a video documentary on the contract.

7. HSES REQUIREMENTS OF THE CONSULTANT

The Phase 1 EPC Contractor and Phase 2 EPC Contractor are required to comply with HSES Requirements listed in their respective EPC Contract. The primary objective of the Consultant will be to ensure that the EPC Contractor is in compliance with the HSES Requirements stated under the EPC Contract(s). 7.1 provides the general responsibilities of the Consultant with regard to HSES, and 7.2 and 7.3 provide the responsibilities of the Consultant with respect to the HSES management plan.

The HSES Requirements covers:

- (i) prevention of unhealthy or unsafe conditions and practices;
- (ii) promotion, implementation and control of healthy and safe working procedures and practices for all phases of the Works;
- (iii) provision of a safe working environment for the Contractor's Personnel, visitors, Employer's Personnel and, where relevant, the public; and



- (iv) execution of the Works in a safe, workmanlike manner, in accordance with good safe working practices and in compliance with the requirements of the Contract.

7.1. Consultant's Health, Safety, Environmental and Social requirements (HSES) Responsibilities

The Consultant will:

- 1 ensure that the Contractors have defined in sufficient detail the HSES Action Plan, the HSES Management System, HSES Reporting Systems, and their obligations in relation to the HSES performance of Sub-Contractors as per the requirements listed in the EPC Contract;
- 2 verify that the Contractor will meet applicable requirements, which include: Liberia legal obligations and applicable codes and standards; the International Finance Corporation Performance Standards; World Bank general and relevant industry-specific EHS Guidelines; measures in project specific E&S related permits; and company policies and internal procedures.
- 3 ensure that the criteria for selection of Contractors includes HSES competency and performance (including the previous HSES track record of the Contractor and any Sub-Contractor and each of their senior management and employees) and an assessment of each Contractor's (and any sub-contractor's) experience and capability to undertake the work required in accordance with the HSES Requirements of the EPC Contract;
- 4 check for compliance of all works with respect to the HSES Terms and Conditions, HSES Action Plan, and HSES Management Plan (HSESMP). The Consultant will not approve any works in relation to the Project with significant inadequacy to meet HSES requirements of the EPC Contract without the prior written consent of the Client;
- 5 agree with each Contractor prior to the start of the Contractor's Works how the HSES Requirements of the EPC Contract will be met by the Contractor (and any of its sub-contractors) and how the HSES Management System and HSES Action Plan as it applies to each Contractor (and any of its sub-contractors) will be implemented and managed, including through the period of completion of the work and de-mobilisation of the Contractor (and any Sub-Contractor);
- 6 agree the HSES performance standards for each EPC Contract (including the performance requirements for any Sub-Contractor) with each Contractor prior to the work starting and how these will be monitored and assessed, including through the period of completion and de-mobilisation of the Contractor (and any sub-Contractor);
- 7 account for each Contractors' compliance with HSES submittal deadlines, reporting requirements, training and other matters listed in the HSES Requirements of the EPC Contract; the HSES Manager and the Team Leader of the Consultant's team will review and comment on all HSES related actions and document;
- 8 oversee that the Contractor develops and uses effective management systems, tools and capacities to manage the HSES performance. It should also ensure compliance with HSES requirements, and control identified risks and impacts of a project or specific activities. To achieve this, Consultant should monitor the delivery of the following from the Contractor:
 - i. Establishment of HSES Policy;
 - ii. Identification and documentation of HSES requirements;

- iii. Employment of sufficient HSES staff by the Contractor with appropriate experience and qualification;
- iv. Preparation of a risk register along with identified controls for each risk;
- v. Establishment of baseline data on HSES aspects;
- vi. Recording of statistics to monitor possible changes against the baseline;
- vii. proposal and implementation of corrective actions;
- viii. capacity building and training in HSES;
- ix. independent compliance monitoring.

9 confirm that the following terms and conditions are included in each contract:

- i. each Contractor shall be required to, and shall require each of its Sub-Contractors to:
 - (A) comply with all applicable HSES laws, the HSES Requirements and implement the HSES Management System and HSES Action Plan (as applicable);
 - (B) provide appropriate HSES training programmes and training needs assessment procedures to their personnel working on the Project;
 - (C) provide HSES project Site induction training (including to the PIDG Life Saving Rules or equivalent) to all directors, officers, employees, sub-contractors, agents, professional advisors or other parties working for on its behalf or at its request on Site;
- ii. such terms and conditions as are necessary to ensure that the Contractor is able to meet its obligations to the Client under the shareholders' agreement, including the reporting of Serious HSES Incidents, HSES Claims and the provision of the monthly report in the form set out in the PIDG HSES Reporting Procedure;
- iii. such remedies as are appropriate for failure by the contractor to comply with the HSES Contractor Terms and Conditions, in particular failure to ensure that any sub-contractor is in compliance with the HSES Requirements, the HSES Management System and the HSES Action Plan;
- iv. the right of InfraCo and the Company to conduct an audit of each of the contractors during the lifetime of each contract under which work is identified as high risk to verify compliance and assess the effectiveness of the HSES Management System and HSES Action Plan;

To achieve effective oversight monitoring, the Consultant would collaborate with the Contractor and Client in the development and use of user-friendly oversight tools. These may include tools that allow authorized users to enter and (depending on their roles) validate data directly in the field during oversight inspections, automatically upload and safeguard that information in the cloud, make the data available to all authorized users in real time, and provides easy to use, informative tools to visualize and analyses information, identify risks, and support decisions. During the oversight, the Consultant will also participate in incident investigations and comment of the incident report provided by the Contractor.

To ensure effective planning and implementation of the environmental, social, health, safety and stakeholder engagement aspects of this project, the Consultant will monitor and coordinate on behalf of the Client the following tasks assigned to the Contractor:

- Ensure planned and structured integration between different specialists;
- Provide submission of regular and high-quality deliverables (including reports and regulatory compliance deliverables);
- Host Employer Site visits;

- Participate in regular meetings with a view to integrate planning, implementation, and manage risks that may result in hindrances to construction;

As part of this work, the following will be the guiding principles:

- Minimize risk to as low as reasonably possible and report on incidents of fatalities of workers, visitors or the public;
- Minimize risk to as low as reasonably possible and report on incidents of accidents and incidents of workers, and visitors or the public;
- Minimize risk to as low as reasonably possible and report on incidents of harmful, hazardous or dangerous situations or occurrences;
- Continuous improvement of environmental, social, health and safety performance on Site during all construction phases.

7.2. Health, Safety, Environmental and Social Management Plan (HSESMP)

The Consultant will review the implementation of the Health, Safety, Environmental and Social Management Plan (HSESMP) prepared and submitted by the Contractor and approve that the HSESMP conforms with all required measures in detail to meet the requirements of the Employer's Environmental and Social Management Plan. The HSESMP shall demonstrate a step-by-step approach as to how public and occupational health, safety, environmental, security and social issues during the construction of the project will be effectively managed. The plan must meet Liberia legal and regulatory requirements and be based on good international industry practice. The Plan must be approved by the Consultant at least 5 weeks in advance of construction, allowing the contractor to mobilise its required staff and systems.

In addition to the identified impacts and proposed measures contained in the preliminary Health, Safety, Environment Management Plan (HSEMP), the Consultant is required to monitor the following additional measures to be taken by the Contractor:

- Measures to ensure equal employment opportunities for women and other vulnerable groups;
- Measures to prevent trafficking-in-persons (TIPs) during construction;
- Measures to prevent the use of child and forced labor;
- Measures to prevent harassment and discrimination at the work place including discrimination on the grounds of gender, age, religion, ethnicity or place of origin;
- Control measures to prevent introduction of communicable diseases including HIV/AIDS from influx of transient workers;
- Measures to protect soil from the impact of excavation, construction and installation activities;
- Control measures for spill prevention and response, and storm water management;
- Control measures to prevent soil erosion and sedimentation impact on water quality (ground and surface water), and habitat loss (food chain and ecological contamination, aquatic or flora and fauna);
- Control measures to prevent releases or improper disposal of solid and sanitary wastes into the community;
- Control measures to prevent impact to air quality (dust, fuel, vapors, equipment and vehicle emissions), to the public and worker's health and safety;
- Control measures to prevent electrocution and physical injury of the public and workers during construction activities;

- Control measures to prevent noise impacts; traffic nuisance to local community;
- Control measures to prevent disturbance to residents and workers during construction activities;
- Control measures for hazardous materials storage, handling and disposal;
- Measures for receiving and documenting complaints from stakeholders/general public.

7.3. Structure of Health, Safety, Environment and Social Management Plan (HSESMP)

The Consultant will approve the implementation of the Contractors' HSESMP, which shall include and address the following:

- Overview of the Project and of the Contractor's works to be conducted;
- HSESMP Legal requirements, standards and policies including Contractor's policies on health, safety, environment and social management;
- Site management and HSESMP organization (organogram) showing names of key staff as well as their roles, responsibilities and reporting structure;
- HSESMP objectives, plans and targets stating specific key performance indicators (KPI's) and milestones for HSES management;
- Management of key Contractor's staff and its sub-contractors; stating arrangements for supervision of Sub-Contractors on Site;
- HSESMP training plan including a new-hire HSES orientation and Gender Based Violence and Harassment Plan(GBVH);
- Incident / accident, near hit/miss reporting and investigation;
- Consultation and Communication, including community liaison, community grievance redress procedures and community outreach;
- Arrangements for monitoring, inspection, auditing and reporting;
- Risk and hazard management and review of method statements;
- Keeping the construction Site permanently tidy to prevent accidental fires;
- Anticipated risks, hazards and mitigations for the work to be conducted;
- Discipline program regarding all activities involved;
- Industrial hygiene monitoring including action levels, instrumentation and frequency of monitoring;
- Emergency preparedness and response plan;
- Medical clearance and monitoring including respiratory protection;
- PPE Hazard Assessment and Compliance procedure;
- Worker's camp arrangements;
- Traffic management plan;
- Journey management plan; and
- Documentation and Document Track Control.

8. TESTING REQUIREMENTS BY THE CONSULTANT

The Consultant shall be responsible for the following tests, but not limited to:

1. Civil Output Tests:
 - i. Concrete samples, as well as any other materials requiring laboratory tests,
 - ii. Water supply systems (including cold & hot water): Pumps and piping network pressures including valves and similar accessories;
 - iii. Drainage & Sewerage systems: drainage capacity of the piping network, pumping systems capacity and pressures including valves and similar accessories.
2. Electrical Output Tests:
 - i. Power supply, including on-site generation diesel generator, Solar rooftop photovoltaic, and grid supply if applicable, to administration building and supporting infrastructure;
 - ii. Earthing, lightning and surge protection system for the structures;
 - iii. Small power systems such as conduits, wiring, power skirting, socket outlets, isolators;
 - iv. Interior and exterior lighting system. There shall be general lighting, emergency lighting, and security lighting;
 - v. Fire detection system, including alarms, devices, loops, and interface etc.
3. Mechanical, HVAC, and Sprinkler System Tests:
 - i. Pressure tests of heating, cooling, and ventilation systems;
 - ii. Welding tests as per 2nd edition of the American Society for Testing and Materials Handbook;
 - iii. Sprinkler system tests including drain valves, test and alarm clocks, pressure gauges and hydraulic alarms, etc.;
 - iv. All gaseous fire protection systems as per NFPA 2001: Standard on Clean Agent Fire Extinguishing Systems, NPFA 1: General Fire Code, NPFA 58: Standards for the storage and handling of Liquefied Petroleum Gas, 2014 Edition, NFPA 14: Standard for the Installation of Standpipe and Hose Systems;
 - v. Evacuation system tests including testing of microphones, control functions, alert tones, line amplifier, line monitoring circuits, etc.

9. CLIENT'S RESPONSIBILITY AND FACILITIES TO BE PROVIDED

The Client shall provide the following facilities and services to the Consultant:

- i. All preliminary design reports, layout drawings, and other documents prepared for the Works;
- ii. Liaise with the Consultant on all issues to be discussed and agreed in terms of the Contract;
- iii. Facilitate interaction between the Consultant and other stakeholder organizations;
- iv. Ensure that the Consultant has access to all required information as may be legally permitted for the performance of the Services; and
- v. Facilitate interaction between the Consultant and other Government organizations and will ensure that the Consultant has access to all information as may be legally allowed for the performance of the Services.
- vi. Obtain licenses and permits needed to carry out the Services.

Section 6. Forms of Agreement

ANNEX I

Form of Consultancy Agreement:

Lump Sum Contracts

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I. AGREEMENT

This Agreement (hereinafter called the “Contract”) dated this ____ day of the month of _____, 2020 between, on the one hand **Liberia Inland Storage and Distribution Services Inc.**, a domestic resident corporation incorporated under the laws of Liberia with company number 052327180 whose registered office is at 1st Floor, Jubilee Plaza Building Tubman Boulevard, Congo Town, Monróvia, Liberia (hereinafter called the “Client”) and, on the other hand, *(insert name of Consultant)* (hereinafter called the “Consultant”)...a **XXX** incorporated under the laws of **XXX**, jointly referred to as the “Parties”).

WHEREAS, the Client desires that certain Services should be performed by the Consultant, namely “OWNER’S ENGINEER CONSULTANCY SERVICES FOR “DESIGN AND CONSTRUCTION OF LIBERIA INLAND STORAGE FACILITY”, MONROVIA, LIBERIA” and has accepted a proposal by the Consultant for the performance of such Services.

NOW THEREFORE the Parties hereby agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in Clause 1.1 of the General Conditions.
2. The following documents shall be deemed to form and be read and construed as part of the Contract, namely:
 - A. any letter of offer by the Consultant;
 - B. any letter of acceptance by the Client
 - C. this Client/Consultant Model Services Agreement;
 - D. the Appendices, namely:
 - Appendix 1: Scope of Services (incorporating this RFP amended for the final agreed Terms of Reference);
 - Appendix 2: Personnel, Equipment, facilities and Services of Others to be provided by the Client (incorporating the Technical Proposal);
 - Appendix 3: Remuneration and Payment (incorporating the Financial Proposal);
 - Appendix 4: Time Schedule for Services.
3. In consideration of the payments to be made by the Client to the Consultant under this Contract, the Consultant hereby agrees with the Client to perform the Services in conformity with the provisions of the Contract.
4. The Client hereby agrees to pay the Consultant in consideration of the performance of the Services such amounts as may become payable under the provisions of the Agreement at the time and in the manner prescribed by the Contract.



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year started above in above in accordance with their respective laws.

For and on behalf of the **Client**
Liberia Inland Storage and Distribution Services Inc.

For and on behalf of the **Consultant**
(COMPANY)

Peter Malcolm King
Chairman

(Name)
(Position)

LETTER OF OFFER BY THE CONSULTANT

LETTER OF ACCEPTANCE BY THE CLIENT

THIS CLIENT/CONSULTANT MODEL SERVICE AGREEMENT

II GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract, Part 1: General Conditions shall be those forming the General Conditions of the “Conditions of Contract for Client / Consultant Model Service Agreement,” Fourth Edition, 2006, as prepared by the Fédération Internationale des Ingénieurs-Conseils (“FIDIC”). These General Conditions are subject to the variations and additions set out in the section of the Agreement entitled “Particular Conditions of Contract.”

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1. General Provisions

1.1. Definitions

The following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

- 1.1.1. "Agreement" means the Client/Consultant Model Services Agreement (General Conditions and Particular Conditions) together with Appendix 1 [Scope of Services], Appendix 2 [Personnel, Equipment, Facilities and Services of Others to be Provided by the Client], Appendix 3 [Remuneration and Payment], Appendix 4 [Time Schedule for Services], and any letters of offer and acceptance, or otherwise as specified in the Particular Conditions.
- 1.1.2. "Project" means the project named in the Particular Conditions for which the Services are to be provided.
- 1.1.3. "Services" means the services defined in Appendix 1 [Scope of Services], as well as an any variation to the services agreed by the Parties, to be performed by the Consultant in accordance with the Agreement which comprise Normal Services, Additional Services and Exceptional Services and "Normal Services" means those Services listed in Appendix 1 [Scope of Services], "Additional Services" means those services which by written agreement of the Parties are additional to Normal Services and "Exceptional Services" means those services which are not Normal Services or Additional Services but are necessarily performed by the Consultant in case of changes circumstances according to Clause 4.5 (changed circumstances) or in case of abandonment or suspension or resumption of Services.
- 1.1.4. "Works" means the permanent works (if any) to be executed (including the goods and equipment to be supplied to the Client) for the achievement of the Project.
- 1.1.5. "Country" means the country to which the Project (or most of it) relates.
- 1.1.6. "Party" and "Parties" means the Client and the Consultant and "third party" means any other person or entity as the context requires.
- 1.1.7. "Client" means the Party named in the Agreement, who employs the Consultant, and legal successors to the Client and permitted assignees.
- 1.1.8. "Consultant" means the professional firm or individual named in the Agreement, who is employed by the Client to perform the Services, and legal successors to the Consultant and permitted assignees.
- 1.1.9. "FIDIC" means the Fédération Internationale des Ingénieurs-Conseils, the international federation of consulting engineers.
- 1.1.10. "Commencement Date" means the date stated in the Particular Conditions.
- 1.1.11. "Time for Completion" means the time period stated for this purpose in the Particular Conditions.
- 1.1.12. "Day" means a calendar day and "year" means 365 days.
- 1.1.13. "written" or "in-writing" mean hand-written, type-written, printed or electronically made, and resulting in a permanent un-editable record.
- 1.1.14. "Local Currency" (LC) means the currency of the Country and "Foreign Currency" (FC) means any other currency.
- 1.1.15. "Agreed Compensation" means additional sums as defined in Appendix 3 [Remuneration and Payment] which are payable under the Agreement.

1.2. Interpretation

- 1.2.1. The marginal words and other headings in the Agreement shall not be taken into consideration in the interpretation of these Conditions.
 - 1.2.2. The singular includes the plural, and vice-versa where the context requires.
 - 1.2.3. The documents forming this Agreement are to be taken as mutually explanatory of one another. If there is a conflict between these documents, the last to be agreed shall prevail, unless otherwise specified in Part B of the Particular Conditions.
 - 1.2.4. Words indicating one gender include all genders.
 - 1.2.5. Provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and signed by both Parties.
- 1.3. Communications
 - 1.3.1. Whenever provision is made for the giving or issue of any notice, instruction or other communication by any person, unless otherwise specified such communication shall be written in the language stated in the Particular Conditions and shall not be unreasonably withheld or delayed.
- 1.4. Law and Language
 - 1.4.1. The Particular Conditions state the language or languages of the Agreement, the ruling language and the law which is to govern the Agreement.
- 1.5. Change in Legislation
 - 1.5.1. If after the date of the Agreement the cost or duration of the Services is altered as a result of changes in or additions to the laws or regulations in any country in which the services are required by the Client to be performed the agreed remuneration and time for completion shall be adjusted accordingly.
- 1.6. Assignments and Sub-Contracts
 - 1.6.1. The Consultant shall not assign the benefits, other than money, from the Agreement without the written consent of the Client.
 - 1.6.2. Neither the Client nor the Consultant shall assign obligations under the Agreement without the written consent of the other Party.
 - 1.6.3. The Consultant shall not initiate or terminate any sub-contract for performance of all or part of the Services without the written consent of the Client.
- 1.7. Copyright
 - 1.7.1. The Consultant retains the design rights and other intellectual property rights and copyright of all documents prepared by him. The Client shall be entitled to use them or copy them only for the Project and the purpose for which they are intended, and need not obtain the Consultant's permission to copy for such use.
- 1.8. Notices
 - 1.8.1. Notices to be served under the Agreement shall be in non-electronic written forms and will take effect from receipt at the addresses stated in the Particular Conditions. Delivery can be by hand or facsimile message against a written confirmation of receipt or by registered letter or by telex subsequently confirmed by letter.
- 1.9. Publication
 - 1.9.1. Unless otherwise specified in the Particular Conditions, the Consultant, either alone or jointly with others, can publish material relating to the Services. Publication shall be

subject to approval of the Client if it is within two (2) years of completion or termination of the Services.

1.10. Corruption and Fraud

1.10.1. In the performance of obligations under this Agreement, the Consultant and his agents and employees shall comply with all applicable laws, rules, regulations and orders of any applicable jurisdiction, including the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. The Consultant hereby represents, warrants and covenants that he will neither receive nor offer, pay or promise to pay either directly or indirectly, anything of value to a "public official" (as defined below) in connection with any business opportunities which are the subject of this Agreement. Furthermore, the Consultant shall notify the Client immediately in writing with full particulars in the event that the Consultant receives a request from any public official requesting illicit payments.

1.10.2. A public official is:

- (a) any official or employee of any government agency or government owned or controlled enterprise;
- (b) any person performing a public function;
- (c) any official or employee of a public international organization, such as The World Bank;
- (d) any candidate for political office; or
- (e) any political party or an official of a political party.

2. The Client

2.1. Information

2.1.1. In order not to delay the Consultant in the performance of the Services, the Client shall within a reasonable time give to the Consultant free of cost all information which may pertain to the Services which the Client is able to obtain.

2.2. Decisions

2.2.1. On all matters properly referred to him in writing by the Consultant the Client shall give his decision in writing within a reasonable time so as not to delay the Services.

2.3. Assistance

2.3.1. In the Country and in respect of the Consultant, his personnel and dependents, as the case may be, the Client shall do all in his power to assist in:

- (a) the provision of documents necessary for entry, residency, working and exit;
- (b) providing unobstructed access wherever it is required for the Services;
- (c) import, export and customs clearance of personal effects and of goods required for the Services;
- (d) their repatriation in emergencies;
- (e) the provision of the authority necessary to permit the import of foreign currency by the Consultant for the Services and by his personnel for their personal use and to permit the export of money earned in the performance of the Services; and
- (f) providing access to other organisations for collection of information which is to be obtained by the Consultant.

2.4. Client's Financial Arrangements

2.4.1. The Client shall submit, within twenty-eight (28) Days after receiving any request from the Consultant, reasonable evidence that financial arrangements have been made and are being maintained which will enable the Client to pay the Consultant's fees in accordance with Appendix 3 [Remuneration and Payment]. If the Client intends to make any material change to his financial arrangements, the Client shall give notice to the Consultant with detailed particulars.

2.5. Equipment and Facilities

2.5.1. The Client shall make available, free of cost, to the Consultant for the purpose of the Services the equipment and facilities described in Appendix 2 [Personnel, Equipment, Facilities and Services of Others to be Provided by the Client].

2.6. Supply of Client's

2.6.1. In consultation with the Consultant, the Client shall at his own cost arrange for the selection and provision of personnel in his employment to the Consultant in accordance with Appendix 2 [Personnel, Equipment, Facilities and Services of Others to be Provided by the Client]. In connection with the provision of the Services such personnel shall take instructions only from the Consultant.

2.6.2. The personnel to be supplied by the Client, and any future replacements that may be necessary, shall be subject to the acceptance of the Consultant; such acceptance shall not be unreasonably withheld.

2.6.3. If the Client cannot supply Client's personnel for which he is responsible and it is agreed to be necessary for the satisfactory performance of the Services, the Consultant shall arrange for such supply as an Additional Service.

2.7. Client's Representative

2.7.1. The Client shall designate an official or individual to be his representative for the administration of the Agreement.

2.8. Services of Others

2.8.1. The Client shall at his cost arrange for the provision of services from others as described in Appendix 2 [Personnel, Equipment, Facilities and Services of Others to be Provided by the Client], and the Consultant shall co-operate with the suppliers of such services but shall not be responsible for them or their performance.

2.9. Payment for Services

2.9.1. The Client shall pay the Consultant for the Services in accordance with Section 5 of this Agreement.

3. The Consultant

3.1. Scope of Services

3.1.1. The Consultant shall perform the Services as stated in Appendix 1 [Scope of Services].

3.2. Normal, Additional and Exceptional Services

3.2.1. Normal and Additional Services are those described as such in Appendix 1 [Scope of Services].

3.2.2. Exceptional Services are those which are not Normal or Additional Services but which are necessarily performed by the Consultant in accordance with Clause 4.8.

3.3. Duty of Care and Exercise of Authority

3.3.1. Notwithstanding anything else in this Agreement or any legal requirement of the Country or any other jurisdiction (including, for the avoidance of doubt, the jurisdiction of the place of establishment of the Consultant), the Consultant shall have no other responsibility than to exercise reasonable skill, care and diligence in the performance of his obligations under the Agreement.

3.3.2. Where the Services include the exercise of powers or performance of duties authorised or required by the terms of a contract between the Client and any third party, the Consultant may:

- (a) have due regard to the third-party contract provided that the details of such powers and duties are acceptable to him and agreed in writing where they are not described in Appendix 1 [Scope of Services];
- (b) if authorised to certify, determine or exercise discretion to do so fairly between the Client and third party not as an arbitrator but as an independent professional exercising his judgement with reasonable skill, care and diligence; and
- (c) if so authorised vary the obligations of any third party, subject to obtaining the prior approval of the Client to any variation which can have an important effect on costs or quality or time (except in any emergency when the Consultant shall inform the Client as soon as practicable).

3.4. Client's Property

3.4.1. Anything supplied by or paid for by the Client for the use of the Consultant shall be the property of the Client and where practicable shall be so marked.

3.5. Supply of Personnel

3.5.1. The Personnel who are proposed by the Consultant to work in the Country shall be subject to acceptance by the Client with regard to their qualifications and experience; such acceptance shall not be unreasonably withheld.

3.6. Representatives

3.6.1. For the administration of the Agreement the Consultant shall designate an official or individual to be his representative.

3.6.2. If required by the Client, the Consultant shall designate an individual to liaise with the Client's representative in the Country.

3.7. Changes in Personnel

3.7.1. If it is necessary to replace any of the personnel provided by the Consultant, the Consultant shall arrange for replacement by a person of comparable competence as soon as reasonably possible.

3.7.2. The cost of such replacement shall be borne by the Consultant except where the replacement is requested by the Client, and in such case:

- (a) the request shall be in writing stating the reasons for it; and
- (b) the Client shall bear the cost of replacement unless it is agreed that misconduct or inability to perform satisfactorily is accepted as the reason for the replacement by the Consultant.

4. Commencement, Completion, Variation and Termination

4.1. Agreement Effective

4.1.1. The Agreement is effective from the date of receipt by the Consultant of the Client's letter of acceptance of the Consultant's proposal or the date of the latest signature necessary to complete the formal Agreement, if any, whichever is the later.

4.2. Commencement and Completion

4.2.1. The Services shall be commenced on the Commencement Date, shall proceed in accordance with the Time Schedule in Appendix 4 [Time Schedule for Services], and shall be completed within the Time for Completion, subject to extensions in accordance with the Agreement.

4.3. Variations

4.3.1. The Agreement can be varied on application by either Party by written agreement of the Parties.

4.3.2. If requested by the Client in writing, the Consultant shall submit proposals for varying the Services. The preparation and submission of such proposals shall be an Additional Service.

4.3.3. The Consultant shall not be required to commence the varied Services until such time as the Client has given his written approval of the fees associated with the varied Services.

4.4. Delays

4.4.1. If the Services are impeded or delayed by the Client or his contractors so as to increase the scope, cost or duration of the Services:

- (a) the Consultant shall inform the Client of the circumstances and probable effects;
- (b) the increase in scope and/or costs shall be regarded as Additional Services; and
- (c) the time for completion of the Services shall be increased accordingly.

4.5. Changed Circumstances

4.5.1. If circumstances arise for which neither the Client nor the Consultant is responsible and which make it irresponsible or impossible for the Consultant to perform in whole or in part the Services in accordance with the Agreement, he shall promptly dispatch a notice to the Client.

4.5.2. In these circumstances:

- (a) if certain Services have to be suspended, the time for their completion shall be extended until the circumstances no longer apply plus a reasonable period not exceeding 42 days for resumption of them; and
- (b) if the speed of performing certain Services has to be reduced, the time for their completion shall be extended as may be made necessary by the circumstances.

4.6. Abandonment, Suspension or Termination

4.6.1. The Client may suspend all or part of the Services or terminate the Agreement by giving at least 56 days' notice to the Consultant, and the Consultant shall immediately make arrangements to stop the Services and minimise expenditure.

4.6.2. If the Consultant is, without good reason, not discharging his obligations the Client may inform the Consultant by notice stating the grounds for the notice. If a satisfactory response is not received within 21 days, the Client may by a further notice terminate the Agreement provided that such further notice is given within 35 days of the Client's former notice.

4.6.3. After giving at least 14 days' notice to the Client, the Consultant may, by a further notice of at least 42 days, terminate the Agreement, or at his discretion, without prejudice to the

right to terminate, may suspend or continue suspension of performance of the whole or part of the Services:

- (a) when 28 days after the due date for payment of an invoice he has not received payment of that part of it which has not by that time been contested in writing; or
- (b) when Services have been suspended under either Clause 4.5 or Clause 4.6.1 and the period of suspension has exceeded 182 days.

4.7. Corruption and Fraud

4.7.1.If it is shown that the Consultant is in breach of Clause 1.10 and notwithstanding any penalties or other sanctions to which the Consultant may be subject under the law of the Country, or in other jurisdictions, the Client will be entitled to terminate the Agreement in accordance with Clause 4.6.2 and the Consultant shall be deemed to have breached Clause 3.3.1

4.8. Exceptional Services

4.8.1.Upon the occurrence of circumstances described in Clause 4.5 or abandonment or suspension or resumption of Services or upon termination of the Agreement otherwise than under the provisions of Clause 4.6.2 any necessary work or expense by the Consultant extra to the Normal and Additional Services shall be regarded as Exceptional Services.

4.8.2.The performance of Exceptional Services shall entitle the Consultant to extra time necessary for their performance and to payment for performing them.

4.9. Rights and Liabilities

4.9.1.Termination of the Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.

4.9.2.After termination of the Agreement, the provision of Clause 6.3 shall remain in force.

5. Payment

5.1. Payment to the Consultant

5.1.1.The Client shall pay the Consultant for Normal Services in accordance with the Conditions and with the details stated in Appendix 3 [Remuneration and Payment], and shall pay for Additional Services at rates and prices which are given in or based on those in Appendix 3 [Remuneration and Payment] so far as they are applicable but otherwise as are agreed in accordance with Clause 4.3.

5.1.2.Unless otherwise agreed in writing the Client shall pay the Consultant in respect of Exceptional Services:

- (a) as for Additional Services for extra time spent by the Consultant's personnel in the performance of the Services; and
- (b) the net cost of all other extra expense incurred by the Consultant.

5.1.3.Where the Client has required the Consultant to appoint selected consultants as the Consultant's sub-consultants, fees owed to those sub-consultants shall be due to the Consultant in addition to the Consultant's own fees.

5.2. Time for Payment

5.2.1.Amounts due to the Consultant shall be paid within 28 days of the Consultant's invoice unless otherwise stated in the Particular Conditions.

5.2.2.If the Consultant does not receive payment within the time stated in Clause 5.2.1 he shall be paid Agreed Compensation at the rate defined in the Particular Conditions compounded daily on the sum overdue and in its currency reckoned from the due date for payment of the invoice. Such Agreed Compensation shall not affect the rights of the Consultant stated in Clause 4.6.3.

5.2.3.The Client shall not withhold payment of any fee properly due to the Consultant without giving the Consultant a notice of his intention to withhold payment, with reasons, no later than four days prior to the date on which the fee payment becomes due. If no such notice of an intention to withhold payment is given, then the Consultant shall have an enforceable contractual right to such payment.

5.3. Currencies of Payment

5.3.1.The currencies applicable to the Agreement are those stated in Appendix 3 [Remuneration and Payment].

5.3.2.If at the date of the Agreement or during the performance of the Services the conditions in the Country are such as may, contrary to the Agreement,

- (a) prevent or delay the transfer abroad of local or foreign currency payments received by the Consultant in the Country; or
- (b) restrict the availability or use of foreign currency in the Country; or
- (c) impose taxes or differential rates of exchange for the transfer from abroad of Foreign Currency into the Country by the Consultant for Local Currency expenditure and subsequent re-transfer abroad of Local Currency up to the same amount such as to inhibit the Consultant in the performance of the Services or to result in financial disadvantage to him;

then the Client warrants that such circumstances shall be deemed to justify the application of Clause 4.5 if alternative financial arrangements are not made to the satisfaction of the Consultant.

5.4. Third Party Charges on the Consultant

5.4.1.Except where specified in the Particular Conditions or Appendix 3 [Remuneration and Payment]:

- (a) the Client shall whenever possible arrange that exemption is granted to the Consultant and those of his personnel who are not normally resident in the Country from any payments required by the Government or authorised third parties in the Country which arise from this Agreement in respect of:
 - (i) their remuneration
 - (ii) their imported goods other than food and drink
 - (iii) goods imported for the Services
 - (iv) documents;
- (b) whenever the Client is unsuccessful in arranging such exemption he shall reimburse the Consultant for such payments properly made;
- (c) provided that the goods when no longer required for the purpose of the Services and not the property of the Client:
 - (i) shall not be disposed of in the Country without the Client's approval;
 - (ii) shall not be exported without payment to the Client of any refund or rebate recoverable and received from the Government or authorised third parties.

5.5. Disputed Invoices

5.5.1. If any item or part of an item in an invoice submitted by the Consultant is contested by the Client, the Client shall give a notice of his intention to withhold payment with reasons and shall not delay payment on the remainder of the invoice. Clause 5.2.2 shall apply to all contested amounts which are finally determined to have been payable to the Consultant.

5.6. Independent Audit

5.6.1. The Consultant shall maintain up-to-date records which clearly identify relevant time and expense and shall make these available to the Client on reasonable request.

5.6.2. Except where the Agreement provides for lump sum payments, not later than 12 months after the completion or termination of the Services, the Client can, at notice of not less than seven days, require that a reputable firm of accountants nominated by him audit any amount claimed by the Consultant. The audit shall be conducted by attending during normal working hours at the office where the records are kept.

6. Liabilities

6.1. Liability and Compensation between the Parties

6.1.1. The Consultant shall only be liable to pay compensation to the Client arising out of or in connection with the Agreement if a breach of Clause 3.3.1 is established against him.

6.1.2. The Client shall be liable to the Consultant if a breach of his duty to the Consultant is established against the Client.

6.1.3. If it is considered that either Party is liable to the other, compensation shall be payable only on the following terms:

- (a) such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach, but not otherwise;
- (b) in any event, the amount of such compensation shall be limited to the amount specified in Clause 6.3.1;
- (c) if either Party is considered to be liable jointly with third parties to the other, the proportion of compensation payable by that Party shall be limited to that proportion of liability which is attributable to his breach.

6.2. Duration of Liability

6.2.1. Notwithstanding anything else in this Agreement or any legal requirement of the Country or any other jurisdiction (including, for the avoidance of doubt, the jurisdiction of the place of establishment of the Consultant), neither the Client nor the Consultant shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on him before the expiry of the relevant period stated in the Particular Conditions.

6.3. Limit of Compensation

6.3.1. The maximum amount of compensation payable by either Party to the other in respect of liability under Clause 6.1 is limited to the amount stated in the Particular Conditions. This limit is without prejudice to any Agreed Compensation specified under Clause 5.2.2 or otherwise imposed by the Agreement.

6.3.2. Each Party agrees to waive all claims against the other in so far as the aggregate of compensation which might otherwise be payable exceeds the maximum amount payable.

6.3.3.If either Party makes a claim for compensation against the other Party and this is not established the claimant shall fully reimburse the other for his costs incurred as a result of the claim.

6.4. Indemnity

6.4.1.So far as the law governing this Agreement permits, the Client shall indemnify the Consultant against the adverse effects of all claims including claims by third parties which arise out of or in connection with the Agreement including any made after the expiry of the period of liability referred to in Clause 6.2, except insofar as they are covered by the insurances arranged under the terms of Clause 7.1.

6.5. Exceptions

6.5.1.Clauses 6.3 and 6.4 do not apply to claims arising:

- (a) from deliberate default, fraud, fraudulent misrepresentation or reckless misconduct, or
- (b) otherwise than in connection with the performance of obligations under the Agreement.

7. Insurance

7.1. Insurance for Liability and Indemnity

7.1.1.At the written request of the Client the Consultant shall make reasonable efforts to:

- (a) insure against his liability under Clause 6.1; or
- (b) increase his insurance against liability under Clause 6.1 over that for which he was insured at the date of the Client's first invitation to him for a proposal for the Services; and
- (c) insure against public/third party liability; or
- (d) increase his insurance against public/third party liability over that for which he was insured at the date of the Client's first invitation to him for a proposal for the Services; and
- (e) insure or increase any other insurance required by the Client.

7.1.2.The cost of the insurances arising under this Clause 7.1 known at the time of appointment shall be deemed to be incorporated into the Consultant's fees.

7.1.3.Any increase or variation in such insurances arising under this Clause 7.1 after the appointment has been agreed shall be at the expense of the Client.

7.2. Insurance of Client's Property

7.2.1.At the written request of the Client the Consultant shall make reasonable efforts to insure on terms acceptable to the Client:

- (a) against loss or damage to the property of the Client supplied or paid for under Clause 2.5; and/or
- (b) against liabilities arising out of the use of such property.

7.2.2.The cost of the insurances arising under this Clause 7.2 known at the time of appointment shall be deemed to be incorporated into the Consultant's fees.

7.2.3.Any increase or variation in such insurances arising under this Clause 7.2 after the appointment has been agreed shall be at the expense of the Client.

8. Disputes and Arbitration

8.1. Amicable Dispute Resolution

8.1.1.If any dispute arises out of or in connection with this Agreement, representatives of the Parties with authority to settle the dispute will, within fourteen (14) Days of a written request from one Party to the other, meet in a good faith effort to resolve the dispute. If the dispute is not resolved at that meeting, the Parties will attempt to settle it by mediation in accordance with Clause 8.2.

8.2. Mediation

8.2.1.Unless otherwise agreed between the Parties or stated in the Particular Conditions, the Parties shall attempt to agree upon a neutral mediator from a panel list held by the independent mediation centre named in the Particular Conditions. Should the Parties be unable to agree within fourteen (14) Days of a notice from one Party to the other requesting mediation then either Party may request that a mediator be appointed by the President of FIDIC. The appointment by the President shall be binding on the Parties unless they agree to another named mediator at any time.

8.2.2.When the mediator has been appointed on his terms and conditions of engagement, either Party can initiate the mediation by giving the other Party a notice in writing requesting a start to the mediation. The mediation will start not later than twenty-one (21) Days after the date of the notice.

8.2.3.The mediation shall be conducted in accordance with the procedures required by the appointed mediator unless stipulated otherwise in the Particular Conditions. If the procedures are stated in the Particular Conditions, then the appointed mediator shall be required to follow those procedures but shall at any time be able to propose to the Parties for their joint approval any alternative procedures.

8.2.4.All negotiations or discussions carried out in the mediation shall be conducted in confidence and are not to be referred to in any concurrent or subsequent proceedings, unless they conclude with a written legally binding agreement. If the Parties accept the mediator's recommendations, or otherwise reach agreement on the resolution of the dispute, such agreement shall be recorded in writing and, once signed by the designated representatives, shall be binding on the Parties.

8.2.5.If no agreement is reached, either Party may invite the mediator to provide to both Parties a non-binding opinion in writing on the dispute. Such opinion shall not be used in evidence in any concurrent or subsequent proceedings, without the prior written consent of both Parties.

8.2.6.The Parties will bear their own costs of preparing and submitting evidence to the mediator. The costs of the mediation and of the mediator's services shall be borne equally between the Parties unless otherwise agreed and recorded in accordance with Clause 8.2.3.

8.2.7.No Party may commence an arbitration of any dispute relating to this Agreement until it has attempted to settle the dispute with the other Party by mediation and either the mediation has terminated or the other Party has failed to participate in the mediation, provided, however, that either Party may commence arbitration if the dispute has not been settled within ninety (90) days of the giving of the notice under Clause 8.2.2.

8.3. Arbitration

8.3.1.If the mediation fails then the Parties will attempt jointly to make a written record of those matters (if any) relating to the dispute which have been agreed to by them, for submission in any later arbitration. The mediator's role will cease, at the latest, upon the commencement of any arbitration. The mediator will not be available to appear as a

witness in the arbitration, nor to provide any additional evidence obtained during the mediation.

8.3.2. Unless stated otherwise in the Particular Conditions, any arbitration arising out of or in connection with this Agreement shall be undertaken under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

III PARTICULAR CONDITIONS

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1.2	The Project: OWNER'S ENGINEER CONSULTANCY SERVICES FOR "DESIGN AND CONSTRUCTION OF LIBERIA INLAND STORAGE FACILITY", MONROVIA, LIBERIA
1.1.10	Commencement Date: 1 September 2020
1.1.11	Time for Completion: fourteen (14) Calendar Months (Total) T0 – T0+ 12 months; 12 months (Phase 1) T0+ 6 months – T0+ 14 months; 9 Months (Phase2)
1.1.16	"Confidential Information" shall mean (i) any and all documented information disclosed during the term of the Agreement by any Party to the other Party or any of them, whether in written form, data format, tapes, disks or under any other means of communications, regardless of whether such information has been expressly marked "Confidential" or not; (ii) any and all information transmitted orally by any Party to the other Parties or any of them, provided the said information be reduced to or summarized in a writing and delivered to the receiving Party within thirty (30) Days after such oral communication.
1.3	Language for Communications: English
1.4	Language(s) of the Contract: English Ruling language: English Governing law: Laws of England and Wales
1.7	1.7.1 The Consultant forfeits the design rights and other intellectual property rights and copyright of all documents, designs, plans, reports prepared by the Consultant. The Client shall be entitled to own and use them and need not obtain the Consultant's permission to copy for such use. 1.7.2 The Client shall retain the copyright and other intellectual property of all documents, designs, plans, reports made by (or on behalf of) the Client. The Consultant may, at its cost, copy, use, and obtain communication of these documents only for the purposes of the Project. The intellectual property and /or copyright shall not, without the Client's consent, be copied, used or communicated to a third party by the Consultant, except as necessary for the purposes of the Project. The Client shall not be liable for any use of the Client's documents for any purpose other than that for which they were prepared.
1.8	Notices:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>To: Chief Executive Officer Liberia Inland Storage and Distribution Services Incorporated 1st Floor, Jubilee Plaza Building Tubman Boulevard, Congo Town Monrovia, Liberia Tel: +231 88 655 3400 E-mail: lisds@cpcs.ca</p> <p>Consultant's Address:</p> <p>Email:</p> <p>Telephone Number:</p> <p>Facsimile Number:.....</p>
1.10.1	<p>In the performance of obligations under the Agreement, the Consultant and his agents and Personnel shall comply with all applicable laws, rules, regulations and orders of applicable jurisdiction, including the OECD Convention on Combatting Bribery of Foreign Public Officials in International Business Transactions, and PIDG Operating Policies and Procedures. The Consultant hereby represents, warrants and covenants that he will neither receive nor offer, pay or promise to pay either directly or indirectly, anything of value to a "public official" (as defined in 1.10.2) in connection with any business opportunity which are subject of this Agreement. Furthermore, the Consultant shall notify the Client immediately in writing with full particulars in the event that the Consultant receives a request from any public official requesting illicit payment.</p>
1.11	<p>Any Confidential Information, whether related to the Project or to any other subject, disclosed by one Party to the other Party shall be considered as exchangeable between the Parties and shall be used by the receiving Party for the sole purpose of this Agreement and shall be kept strictly confidential by the receiving Party</p> <p>It is expressly agreed that Confidential Information shall remain the sole property of the disclosing Party. Accordingly, each receiving Party shall not acquire any right over the Confidential Information disclosed by the disclosing Party other than as provided in the Agreement or for a period of time exceeding the term of the Agreement.</p> <p>Each Party shall take appropriate action in order to prevent the making of unnecessary copies of the Confidential Information and hereby undertakes that access to the other Party' Confidential Information shall be limited to the Personnel whose duty requires the availability of the Confidential Information disclosed within the framework of the Agreement.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>Each party agrees to inform its Personnel mentioned in the above paragraph of the confidential nature of the Confidential Information communicated thereunder, and to assume the responsibility of a possible disclosure resulting from the action of such Personnel.</p> <p>The obligations assumed by each Party under this Agreement shall not apply to information which:</p> <ul style="list-style-type: none"> a) is already in the possession of the receiving Party at the time of disclosure, as appropriate written documents, registers or records shall prove; b) is in the public domain at the time of disclosure to any of the other Parties or thereafter enters the public domain without any breach of the terms of the Agreement; c) is lawfully acquired by the receiving Parties or any of them from a third party not bound by a secrecy obligation towards the disclosing Party; d) is independently developed by or on behalf of the receiving Party as appropriate written documents, registers or records shall prove; e) must be disclosed by the receiving Parties or by any of them under operation of law, provided however that whenever possible an advance notice will be given by the receiving Party(ies) to the disclosing Party. <p>In case of breach by any of the Parties or its personnel or directors (the "Breaching Party") of its obligation as regard confidentiality under this Sub-Clause 1.11 and if such breach relates to valuable or sensitive Confidential Information of the disclosing Party, the disclosing Party shall be entitled to terminate the Agreement for gross negligence of the Breaching Party. Such termination shall be without prejudice to any other remedy and damages the disclosing Party shall be entitled to claim against the Breaching Party.</p>
2.3.1 (d)	Deleted
2.3.1 (e)	Deleted
3.5	<p>In case of change of the Key Personnel for any reason except as a result of death or permanent disability of the concerned personnel (the "Changed Personnel"), and without prejudice to the obligation of the Consultant to propose to the Client's approval the replacement of the Changed Personnel with new Personnel having qualifications and competences meeting the qualifications and competences criteria set forth under section 4 of the TOR, the Consultant shall be subject to the following penalties:</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<ul style="list-style-type: none"> - five thousand (5,000) USD per Changed Personnel in case the Change Personnel is not the Team Leader or the Quality Surveyor/Contract Specialist or the Resident Engineer, - ten thousand (10,000) USD per Changed Personnel in case the Change Personnel is either the Quality Surveyor/Contract Specialist or the Resident Engineer; - twenty thousand (20,000) USD in case the Change Personnel is the Team Leader. <p>The above-mentioned penalties shall be deducted by the Client from any amount due to the Consultant under the Agreement.</p>
3.7.1	The Consultant will not replace any of the personnel provided, unless both Parties agree that such substitution is unavoidable or for reasons such as death or medical incapacity. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.
4.3.1	The Services and the cost of those services negotiated under the Agreement shall not be negotiable during the length of the Contract. However, the Agreement can be varied to include additional services by either Party by written agreement of the Parties, or varied for the termination of Phase 2 EPC by the Client by written notice to the Consultant.
4.4	<p>4.4. Delays</p> <p>4.4.1. If the Services are impeded or delayed by the Client or its Contractors for more than thirty (30) Days and such delay generates an increase of the scope, the cost or the duration of the Services:</p> <ul style="list-style-type: none"> a) the Consultant shall inform the Client of the circumstances and probable effects; b) the increase in scope and/or costs shall be regarded as Additional Services; and c) the time for completion of the Services shall be increased accordingly.
4.5	<p>Changed Circumstances and Force Majeure</p> <ul style="list-style-type: none"> a) Changed Circumstances <ul style="list-style-type: none"> i. If circumstances arise and do not qualify as a force majeure event, for which neither the Client nor the Consultant is responsible and, which make it irresponsible or impossible for the Consultant to perform in whole or in part the Services in accordance with the Agreement, and which do not qualify as a breach of the Agreement, he shall promptly dispatch a notice to the Client.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>ii. Under these circumstances, if certain Services have to be suspended, the time for their completion shall be extended until the circumstances no longer apply plus a reasonable period not exceeding thirty (30) Days for resumption of them.</p> <p>b) Force majeure</p> <p>A Force majeure means an exceptional event or circumstance:</p> <ul style="list-style-type: none"> i. which is beyond a Party's control; ii. which such Party could not reasonably have predicted before entering into the Contract; iii. which, having arisen, such Party could not reasonably have avoided or overcome; and iv. which is not attributable to any of the Parties. <p>An event which qualifies as event of force majeure under the Agreement, means an event that prevents the affected Party from performing all or part of its obligations under the Agreement.</p> <p>Provided that they are not limited to the following and are documented by nationally and internationally authorized institutions, within the frame of the specified general principles, events which may be considered as force majeure are as follows:</p> <ul style="list-style-type: none"> i. suspension or slowing down of the investment and/or generation activities due to natural disasters such as earthquakes, floods, hurricanes, avalanches, lightning's in the region where the Site is located, ii. acts of war or mobilization, public rebellions, attacks or terrorist actions, sabotages, civil unrest, insurrections or events which may keep employees away from working in Liberia, iii. national strike, lock-out and slowing down of work, worker movements or employee and employer actions affecting Works in Liberia, iv. suspension of Works due to any archeological or historical findings, or nuclear or chemical sprinkling <p>The Parties agree that pandemics and epidemics shall not be considered as force majeure events.</p> <p>In the event that one or more of the above-mentioned events are realized during the performance of the obligations within the scope of the Agreement, the affected party shall inform the other party in writing within seven (7) days from the start date of the force majeure event, of the start date and nature of the event, its duration or expected duration of such event, the precautions that have</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>been taken, letters of the national or international institution documenting such event.</p> <p>In the event the duration of the force majeure event exceeds four months and if the Parties cannot agree on remedies, each of the Parties shall be entitled to terminate the Agreement. Except the payment of unpaid Works performed in accordance with the Agreement and accepted by the Client, none of the Parties shall be entitled to claim for compensation or otherwise as a result of the termination of the Agreement for force majeure.</p>
4.6.1 (a)	The Client, at its own discretion, may remove Phase 2 EPC from the Consultant's scope of work with a (no less than) 30 days' notice of the start of Phase 2, and the time for completion of the assignment will be accordingly reduced.
5.1.1	Any amount payable by the Client to the Consultant for Normal Services and Additional Services shall be regarded as lump sum amount. Accordingly, the paid amount shall be deemed comprising any remuneration of whatever nature due to the Consultant for the Normal Services and Additional Services and any cost and expenses engaged or incurred by the Consultant in providing such Normal Services and Additional Services.
5.2.2	Agreed Compensation for Overdue Payment (percent per day): N/A
6.1.3	No Party shall be held liable for any punitive and/or consequential damages vis à vis the other Party.
6.2	Duration of Liability: Twelve (12) Months from the Taking-Over Date of Phase 1 EPC or Six (6) Months from the Taking-Over Date of Phase 2 EPC, whichever is later.
6.3.1	<p>Limit of Compensation:</p> <p>The total aggregate liability shall not exceed 100% of the Financial Proposal</p> <p>The limitation of liability and of compensation shall not apply in case of (i) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the provisions of the Services, (ii) gross negligence or willful misconduct and/or (iii) corruption.</p>
7.1.1	Consultant's Insurance for Liability and Indemnity (commercial general liability and professional liability insurance): US \$2 million

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
7.1.4	Without prejudice to the foregoing; the Consultant is bound to comply with insurance regulations in force in the Country and subscribe any compulsory insurance policies
8.2	Deleted
8.3.2	<p>Rules of Arbitration: International Chamber of Commerce (or, as stated below)</p> <p>Each arbitration between the Parties shall be held and finally settled in London, United Kingdom (with the seat of arbitration in [location to be confirmed]) and shall be conducted pursuant to the Rules of Arbitration of the International Chamber of Commerce (the "ICC") in force when the arbitration commences. Each arbitration shall be settled by one arbitrator appointed in accordance with the said Rules. Any arbitration award rendered under this clause shall be enforced by courts of competent jurisdiction in the Republic of Liberia.</p>

IV APPENDICES

APPENDIX 1 – SCOPE OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the Client and the Consultant during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

APPENDIX 2 - PERSONNEL, EQUIPMENT, FACILITIES AND SERVICES OF OTHERS TO BE PROVIDED BY THE CLIENT

APPENDIX 3 – REMUNERATION AND PAYMENT

The Bidder should propose a milestone based payment schedule corresponding to the activities indicated in the second column of Form TECH-8 (Section 3. Technical Proposal – Forms)

APPENDIX 4 – TIME SCHEDULE FOR SERVICES

SAMPLE - FORM OF ADVANCE PAYMENTS GUARANTEE

Note: See Clause GC 6.4(a) and Clause SC 6.4(a).

Bank Guarantee for Advance Payment

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

Beneficiary: [Name and Address of Client]

Date:

ADVANCE PAYMENT GUARANTEE No.:

We [name of Bank] have been informed that [name of Consulting Firm] (hereinafter called "the Consultant") has entered into Agreement No. [reference number of the contract] dated with you, 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 [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]¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant is in breach of their obligation under the Agreement because the Consultant 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 Consultants 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 copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made full repayment of the amount of the advance payment, or on the ___ day of, 2___,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, ICC Publication No. 458.

[signature(s)]

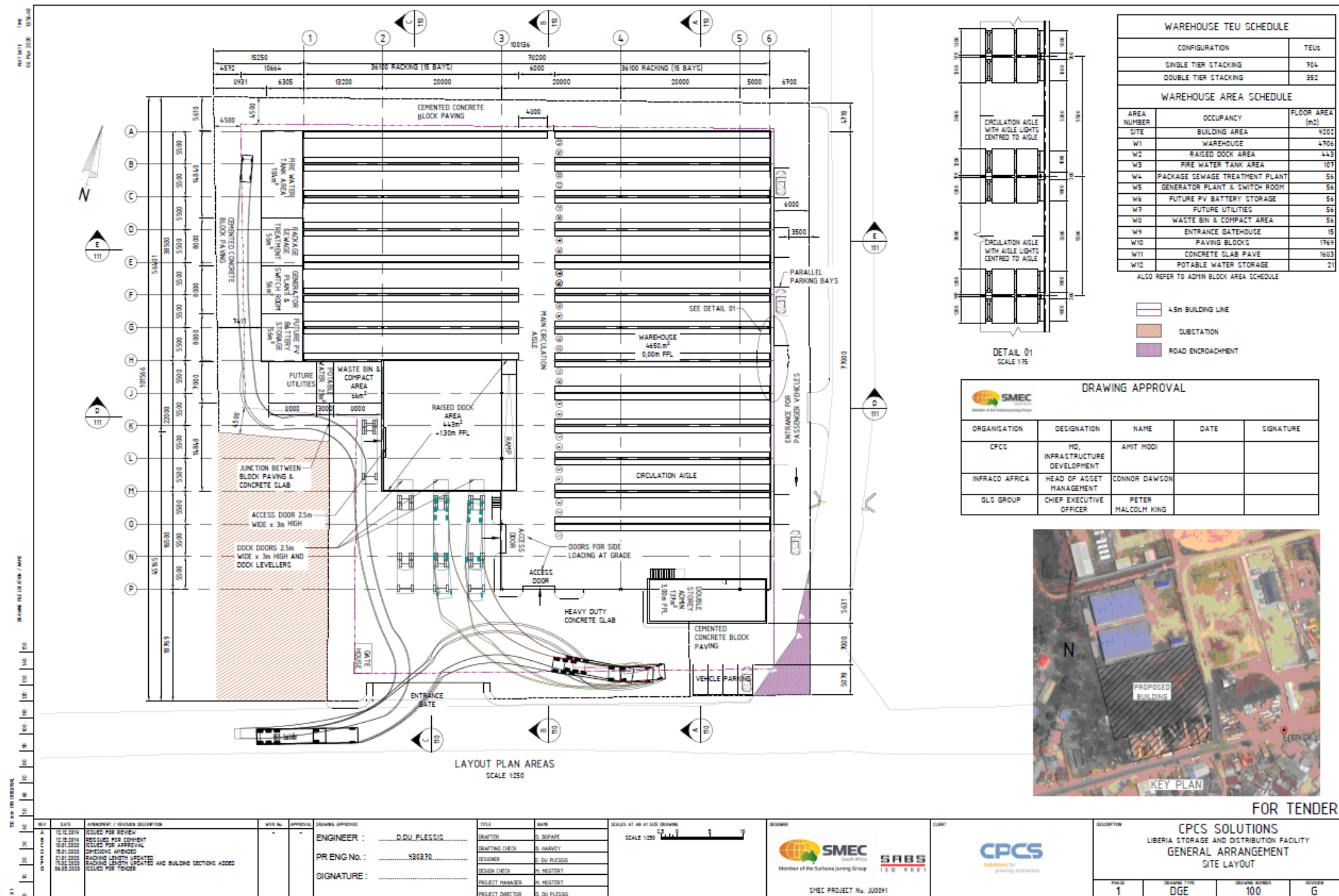
Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

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.

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."

CONCEPTUAL LAYOUTS OF THE FACILITY

Aerial layout of the ISF





Cross-section (Side Façade) view of ISF



