



## **The Saudi Program for Drilling of Wells and Rural Development in Africa - Phase V**

### **REQUEST FOR PROPOSALS**

**Project No: P5/2026/ The Islamic Republic of Mauritania**

**Tender No: P5/2026/ The Islamic Republic of Mauritania /Consultant**

**Selection of Consulting Services for:** Design, Tendering and Construction Supervision service for the Saudi Program for Drilling of Wells and Rural Development in Africa (Phase V) in Republic of Mauritania

**Country: Islamic Republic of Mauritania**

**Project:** Drilling approximately (40) wells, installing approximately (40) solar-powered pumping systems, Supplying and installing approximately (40) water tanks with a storage capacity of 20-40 m<sup>3</sup>, Supplying and extending approximately (160) km of water distribution network, along with the installation of approximately (40) public taps and (1200) private taps.

**Financed by a Grant from the Government of the Kingdom of Saudi Arabia through the Saudi Fund for Development (SFD)**

---

## TABLE OF CONTENTS

|                                                                                 |                                     |
|---------------------------------------------------------------------------------|-------------------------------------|
| PART I – Selection Procedures and Requirements.....                             | 1                                   |
| Section 1. Letter of Invitation.....                                            | 1                                   |
| Section 2. Instructions to Consultants and Data Sheet .....                     | 3                                   |
| A. General Provisions.....                                                      | 3                                   |
| 1. Definitions .....                                                            | 3                                   |
| 2. Introduction.....                                                            | 5                                   |
| 3. Conflict of Interest.....                                                    | 5                                   |
| 4. Unfair Competitive Advantage.....                                            | 6                                   |
| 5. Corrupt and Fraudulent Practices .....                                       | 7                                   |
| 6. Eligibility .....                                                            | 7                                   |
| B. Preparation of Proposals.....                                                | 8                                   |
| 7. General Considerations.....                                                  | 8                                   |
| 8. Cost of Preparation of Proposal.....                                         | 8                                   |
| 9. Language .....                                                               | 8                                   |
| 10. Documents Comprising the Proposal.....                                      | 8                                   |
| 11. Only One Proposal .....                                                     | 9                                   |
| 12. Proposal Validity.....                                                      | 9                                   |
| 13. Clarification and Amendment of RFP.....                                     | 10                                  |
| 14. Preparation of Proposals – Specific Considerations.....                     | 10                                  |
| 15. Technical Proposal Format and Content .....                                 | 11                                  |
| 16. Financial Proposal.....                                                     | 11                                  |
| C. Submission, Opening and Evaluation.....                                      | 12                                  |
| 17. Submission, Sealing, and Marking of Proposals.....                          | 12                                  |
| 18. Confidentiality .....                                                       | <b>Error! Bookmark not defined.</b> |
| 19. Opening of Technical Proposals.....                                         | 13                                  |
| 20. Proposals Evaluation .....                                                  | 14                                  |
| 21. Evaluation of Technical Proposals.....                                      | 14                                  |
| 22. Financial Proposals for QBS.....                                            | 14                                  |
| 23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)..... | 14                                  |
| 24. Correction of Errors.....                                                   | 15                                  |
| 25. Taxes.....                                                                  | 16                                  |
| 26. Conversion to Single Currency.....                                          | 16                                  |
| 27. Combined Quality and Cost Evaluation.....                                   | 16                                  |
| 28. Rejection of All Proposals .....                                            | 16                                  |
| D. Negotiations and Award.....                                                  | 17                                  |
| 28. Negotiations.....                                                           | 17                                  |
| 29. Conclusion of Negotiations.....                                             | 18                                  |
| 30. Standstill Period .....                                                     | 18                                  |
| 31. Notification of Intention to Award .....                                    | 18                                  |
| 32. Notification of Award.....                                                  | 19                                  |
| 33. Debriefing by the Client.....                                               | 20                                  |
| 34. Signing the Contract.....                                                   | 20                                  |
| 35. Procurement Related Complaint.....                                          | 20                                  |

---

|                                                                     |    |
|---------------------------------------------------------------------|----|
| E. Data Sheet.....                                                  | 22 |
| Section 3. Technical Proposal – Standard Forms.....                 | 29 |
| Checklist of Required Forms.....                                    | 29 |
| Form TECH-1 Technical Proposal Submission Form.....                 | 30 |
| Form TECH-2 (for Full Technical Proposal Only).....                 | 33 |
| Form TECH-3 (for Full Technical Proposal).....                      | 35 |
| Form TECH-4 (for Full Technical Proposal Only).....                 | 36 |
| Form TECH-5 (for FTP and STP).....                                  | 37 |
| Form TECH-6 (for FTP and STP).....                                  | 38 |
| Form TECH-7 (for Both Full and Simplified Technical Proposal) ..... | 43 |
| Section 4. Financial Proposal - Standard Forms.....                 | 45 |
| Form FIN-1 Financial Proposal Submission Form .....                 | 48 |
| Form FIN-2 Summary of Costs.....                                    | 48 |
| Form FIN-3 Breakdown of Remuneration .....                          | 48 |
| Form FIN-4 Breakdown of Reimbursable Expenses.....                  | 54 |
| Section 5. Eligible Countries .....                                 | 55 |
| Section 6. SFD Policy – Corrupt and Fraudulent Practices.....       | 57 |
| Section 7. Terms of Reference.....                                  | 59 |
| Section 8. Conditions of Contract and Contract Forms.....           | 72 |

---

**Very important**

**Offers must be handed in person to The Operations Sector in The Saudi Fund for Development. P.O. Box 50483 Riyadh 11523 Kingdom of Saudi Arabia. in person to: Building (A), Fifth (5) floor  
Tel: (+966 11 2794495) (+966 11 279 4492)**

**Note: The bidders who submitted the offers in person must sign the receipt sheet.**

**Very important**

**The aforementioned sticker must be placed on the outer package and any package without the sticker will not be opened**



Technical and Financial  
offer for

The Consultancy Services  
of The Saudi Program for  
Well Drilling and Rural  
Development in Africa  
Project (Republic of  
Mauritania)

Hands over directly to the Office of the Deputy  
Chief Executive Officer

Building (A), Fifth (5) floor  
Tel: (+966 11 2794495) (+966 11 279 4492)

العرض الفني والمالي  
للخدمات الاستشارية  
لمشروع

البرنامج السعودي  
لحفر الآبار والتنمية  
الريفية في أفريقيا  
(الجمهورية الإسلامية  
الموريتانية)

يسلم مباشرة لمكتب نائب الرئيس التنفيذي  
الصندوق السعودي للتنمية

الدور الخامس مبنى (A)  
تلفون: +966112794495  
+966112794492



---

## **PART I – Selection Procedures and Requirements**

### **Section 1. NOTICE TO TENDERER**

*RFP No. P5/2026/ The Islamic Republic of Mauritania /Consultant*

Invitation to tender is issued by The Saudi Fund for Development (SFD), under the Saudi Program for Drilling of Wells and Rural Development in Africa; Phase V, a Grant from the Government of the Kingdom of Saudi Arabia.

Design, Tendering and Construction Supervision service for the Saudi Program for Drilling of Wells and Rural Development in Africa (Phase V )More details on the Services are provided in the Terms of Reference (Section 7).

1. This Request for Proposal (RFP) is for Saudi Consulting Firms or Saudi Mauritanian joint venture
2. A firm will be selected under Least-Cost Selection (LCS) procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the policies of Saudi fund Development detailed in the Guidelines for Procurement of Consultant Services under Saudi fund Development Project Financing, – which can be found at the following website: [www.Sfd.gov.sa](http://www.Sfd.gov.sa)
3. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants and Data Sheet
  - Section 3 - Technical Proposal FTP - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 – Eligible Countries
  - Section 6 – Bank’s Policy – Corrupt and Fraudulent Practices
  - Section 7 - Terms of Reference
  - Section 8 - Conditions of Contract and Contract Forms
4. Details on the proposal’s submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.
5. Tenderers should inform SFD of the name of their representative who is qualified to meet the requests of SFD and to supply it with further information concerning their Tenders.
6. The period of (60) days between the publication of the tender notice and the submission deadline.

Yours sincerely,



---

## Section 2. Instructions to Consultants and Data Sheet

### A. General Provisions

#### 1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Guidelines” means the Guidelines for Procurement of Consultant Services under Saudi Fund Development Project Financing and defines the policies of Saudi Fund Development governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (d) “SFD” means the Saudi Development Fund.
- (e) “Beneficiary” means the Government, Government agency or other entity that signs the financing agreement with SFD.
- (f) “Client” means the executing agency that signs the Contract for the Services with the selected Consultant.
- (g) “Consultant” means a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (j) “Day” means a calendar day, unless otherwise specified as “Business Day”. Business Day is any day that is an official working day of the Beneficiary. It excludes the Borrower’s official public holidays.

- 
- (k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
  - (l) “Government” means the government of the Client’s country.
  - (m) “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the **Data Sheet**, distributed or received through the electronic-procurement system used by the Client) with proof of receipt
  - (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
  - (o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
  - (p) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
  - (q) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the Consultants.
  - (r) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
  - (s) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
  - (t) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.
  - (u) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.

- 
- (v) “Services” means the work to be performed by the Consultant pursuant to the Contract.
  - (w) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services related to consultant work while remaining responsible to the Client during the performance of the Contract.
  - (x) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
  - (y) “ESHS” means environmental, social, health and safety.

## 2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

2.2 The Consultants to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.

## 3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by SFD.

---

3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be hired under the circumstances set forth below:

**a. Conflicting activities**

- (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

**b. Conflicting assignments**

- (ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

**c. Conflicting relationships**

- (iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Beneficiary or of the executing agency or of a recipient of a part of the financing who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to SFD throughout the selection process and the execution of the Contract.

**4. Unfair Competitive Advantage**

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

---

## **5. Corrupt and Fraudulent Practices**

5.1 SFD requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.

5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), sub-consultants, sub-contractors, service providers, suppliers, and their personnel, to permit SFD to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by SFD.

## **6. Eligibility**

6.1 SFD permits consultants (individuals and firms, including Joint Ventures and their individual members) from eligible countries as stated in Section 5 to offer consulting services for Bank-financed projects.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established in the Guidelines.

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

### **a. Sanctions**

6.3.1 A firm or an individual sanctioned by SFD in accordance with the above Clause 5.1 or in accordance with its prevailing sanctions policies and procedures as described in Section 6, Fraud and Corruption, shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as SFD shall determine. The list of debarred firms and individuals is available at the address specified in the **Data Sheet**.

### **b. Prohibitions**

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

- (a) as a matter of law or official regulations, the Beneficiary's country prohibits commercial relations with that country, provided that SFD is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
- (b) by the Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union, the Beneficiary's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

---

**c. Restrictions for Government-owned Enterprises**

6.3.3. Government-owned enterprises in the Beneficiary's country may participate only if they can establish that they are legally and financially autonomous, operate under commercial law, and are not dependent on the budget of the Beneficiary's Government. As an exception to the above, the government-owned universities and research centers in the Beneficiary's country, and university professors and research staff, may participate if they are critical to the consulting assignment. Such participation will be decided on a case-by-case basis and subject to SFD No-Objection.

**d. Restrictions for public employees**

6.3.4 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a consulting firm, if they (i) are on leave of absence without pay; (ii) are not being hired by the agency they were working for immediately before going on leave; and (iii) their employment would not create a conflict of interest.

## **B. Preparation of Proposals**

**7. General Considerations**

1.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

**2. Cost of Preparation of Proposal**

2.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

**3. Language**

3.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in the language(s) specified in the **Data Sheet**.

**4. Documents Comprising the Proposal**

4.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

4.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).

4.3 The Consultant shall furnish information on commissions gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

- 
5.     **Only One Proposal**
- 5.1     The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
6.     **Proposal Validity**
- 6.1     **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
- 6.2     During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 6.3     If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.
- 6.4     The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend their Proposal's validity.
- 6.5     If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.
- 6.6     The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
- 6.7     If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 6.8     If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.
- a. Extension of Validity Period**
- b. Substitution of Key Experts at Validity Extension**

|                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>6.c. Sub-Contracting</b></p>                                  | <p>6.9 The Consultant shall not subcontract the whole of the Services.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                                     | <p>6.10 The Consultant shall not subcontract any part of the Services without the Client's prior written approval.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <p><b>7. Clarification and Amendment of RFP</b></p>                 | <p>7.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the <b>Data Sheet</b> before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the <b>Data Sheet</b>. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants submitting. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>7.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.</p> <p>7.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>7.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p> |
| <p><b>8. Preparation of Proposals – Specific Considerations</b></p> | <p>8.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>8.1.1 If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, if permitted in the <b>Data Sheet</b>, a Consultant must obtain the written approval of the Client prior to the submission of the Proposal. the Consultant shall be a lead member. If Consultants associate with each other, any of them can be a lead member.</p> <p>8.1.2 The Client may indicate in the <b>Data Sheet</b> the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.</p> <p>8.1.3 If stated in the <b>Data Sheet</b>, the Consultant shall include in its Proposal at least the same time input (in the same</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

---

unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

8.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

**9. Technical Proposal Format and Content**

9.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

9.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

9.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

**10. Financial Proposal**

10.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

**a. Price Adjustment**

10.2 For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

**b. Taxes**

10.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

**c. Currency of Proposal**

10.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

**d. Currency of Payment**

10.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

---

## C. Submission, Opening and Evaluation

### 11. Submission, Sealing, and Marking of Proposals

11.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

11.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

11.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member’s authorized representative.

11.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

11.4 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

11.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”, “[Name of the Assignment]”, [reference number], [name and address of the Consultant], and with a warning “**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**”

11.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”

11.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address,

---

RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "**DO NOT OPEN BEFORE** [*insert the time and date of the submission deadline indicated in the Data Sheet*]".

11.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

11.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

**12. Confidentiality**

12.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.

12.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank's sanctions procedures.

12.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or SFD on any matter related to the selection process, it should do so only in writing.

**13. Opening of Technical Proposals**

13.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.

13.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope

- 
- with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.
- 14. Proposals Evaluation**
- 14.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and SFD issues its “no objection”, if applicable.
- 14.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
- 15. Evaluation of Technical Proposals**
- 15.1 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
- 16. Financial Proposals for QBS**
- 16.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.
- 16.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.
- 17. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)**
- 17.1 After the technical evaluation is completed and SFD has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score advising them the following:
- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
  - (ii) provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion;
  - (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and

- 
- (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

17.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum overall technical score, advising them the following:

- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
- (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

17.3 The opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2.

17.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

17.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to SFD.

## **18. Correction of Errors**

18.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

---

|                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>a. Time-Based Contracts</b>                     | <p>18.1.1 If a Time-Based contract form is included in the RFP, the Client’s evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client’s evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.</p> |
| <b>b. Lump-Sum Contracts</b>                       | <p>18.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>19. Taxes</b>                                   | <p>19.1 The Client’s evaluation of the Consultant’s Financial Proposal shall exclude taxes and duties in the Client’s country in accordance with the instructions in the <b>Data Sheet</b>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>20. Conversion to Single Currency</b>           | <p>20.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the <b>Data Sheet</b>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>26. Combined Quality and Cost Evaluation</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>a. Quality- and Cost-Based Selection (QCBS)</b> | <p>26.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the <b>Data Sheet</b>. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

---

**b. Fixed-Budget Selection (FBS)**

26.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the **Data Sheet** shall be rejected.

26.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

**c. Least-Cost Selection**

26.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score and invite such Consultant to negotiate the Contract.

**D. Negotiations and Award**

**27. Negotiations**

27.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

27.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

**a. Availability of Key Experts**

27.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

27.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

**b. Technical negotiations**

27.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

|                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>c. Financial negotiations</b>              | <p>27.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.</p> <p>27.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.</p> <p>27.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with SFD. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.</p> |
| <b>28. Conclusion of Negotiations</b>         | <p>28.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.</p> <p>28.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained SFD's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>                                                                                                                                                                                                                                                                                          |
| <b>29. Standstill Period</b>                  | <p>29.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC 33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by SFD, the Standstill Period shall not apply.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>30. Notification of Intention to Award</b> | <p>30.1 The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> <li>(a) the name and address of the Consultant with whom the client successfully negotiated a contract;</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

- 
- (b) the contract price of the successful Proposal;
  - (c) the names of all Consultants included in the short list, indicating those that submitted Proposals;
  - (d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;
  - (e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;
  - (f) the final combined scores and the final ranking of the Consultants;
  - (g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
  - (h) the expiry date of the Standstill Period; and
  - (i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

### **31. Notification of Award**

31.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification.

#### Contract Award Notice

Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Client;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
- (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor;
- (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and.

---

|                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                          | (f) successful Consultant's Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>32. Debriefing by the Client</b>      | <p>32.1 On receipt of the Client's Notification of Intention to Award referred to in ITC 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.</p> <p>32.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period</p> <p>32.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.</p> <p>32.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting</p> |
| <b>33. Signing the Contract</b>          | <p>33.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.</p> <p>33.2 The Consultant is expected to commence the assignment on the date and at the location specified in the <b>Data Sheet</b>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>34. Procurement Related Complaint</b> | <p>34.1 The procedures for making a Procurement-related Complaint are as specified in the <b>Data Sheet</b>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>35. Rejection of All Proposals</b>    | <p>35.1 The Client reserves the right to reject all Proposals without incurring any liability, in any of the following circumstances:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

---

- 
- a) Where all Proposals are determined to be non-responsive or fail to substantially meet the requirements of the Request for Proposals (RFP) and the Terms of Reference.
  - b) Where the number of responsive Proposals received is less than three.
  - c) Where the lowest evaluated financial Proposal exceeds the available budget or the estimated cost determined by the Client.

In such cases, the selection process may be annulled and, where deemed appropriate, re-bidding may be initiated under revised conditions.

## Instructions to Consultants

### E. Data Sheet

| A. General                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ITC Clause Reference        |                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 1 (c)                       | Applicable Law is the Law of the Islamic Republic of Mauritania.                                                                                                                                                                                                                                                                                                                                                                                         |
| 1 (m)                       | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 2.1                         | <p><b>Name of the Client:</b> Ministry of Water and Sanitation in Republic of Mauritania</p> <p><b>Method of selection:</b> Least-Cost Selection (LCS)</p> <p>SFD will be responsible for evaluating the Proposals and selecting the consultant.</p>                                                                                                                                                                                                     |
| 2.2                         | <p><b>Financial Proposal to be submitted together with Technical Proposal:</b> Yes</p> <p><b>The name of the assignment is:</b> Design, Tendering and Construction Supervision service for the Saudi Program for Drilling of Wells and Rural Development in Africa (Phase V) in Republic of Mauritania</p>                                                                                                                                               |
| 2.3                         | <p><b>A pre-proposal conference will be held:</b> No</p> <p>Tenderers shall familiarize themselves with the sites of the Works and obtain for themselves all information that may be necessary for completing their Tenders. Tenderers shall acquaint themselves with the requirements of the contract, e.g. 24 characteristics of the project region(s), and the respective infrastructural, hydrological, hydrogeological and climatic conditions.</p> |
| 2.4                         | <b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b> <u>N/A</u>                                                                                                                                                                                                                                                                                                              |
| 4.1                         | <u>N/A</u>                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| B. Preparation of Proposals |                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 9.1                         | <p><b>This RFP has been issued in the English language.</b></p> <p><b>Proposals shall be submitted in the English language.</b></p> <p><b>All correspondence exchange shall be in the English language.</b></p>                                                                                                                                                                                                                                          |
| 10.1                        | <p><b>The Proposal shall comprise the following:</b></p> <p><b><u>For FULL TECHNICAL PROPOSAL (FTP):</u></b></p> <p><b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b></p>                                                                                                                                                                                                                                                                |

|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|             | <p>(1) Power of Attorney to sign the Proposal<br/> (2) TECH-1<br/> (3) TECH-2<br/> (4) TECH-3<br/> (5) TECH-4<br/> (6) TECH-5<br/> (7) TECH-6</p> <p>(1) TECH-7 Code of Conduct (ESHS)</p> <p>AND</p> <p><b>2<sup>nd</sup> Inner Envelope with the Financial Proposal (if applicable):</b><br/> (1) FIN-1<br/> (2) FIN-2<br/> (3) FIN-3<br/> (4) FIN-4</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>10.2</b> | <p><b>Statement of Undertaking is required</b><br/> NO <u>√</u></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>10.3</b> | <p>Under the Memorandum of Understanding (MOU) between the Saudi Fund for Development and the Government of The Islamic Republic of Mauritania the latter provides exemptions of taxes and levies and assistance to the Consultant and his Sub-Contractors.</p> <p>The Services under this Contract shall be carried out observing the above-mentioned document. With respect to the tax exemptions it is emphasized, however, that the mineral oil taxes and any Value Added Tax (VAT) on inputs which are purchased locally in the Islamic Republic of Mauritania are not exempted. The local water Authority will assist the Consultant Engineer in tax exemptions difficulties.</p> <p>The Consulting Engineer shall inform SFD immediately about any obstacles in this regard. SFD shall in no case be responsible for the adherence to the Memorandum of Understanding by the Islamic Republic of Mauritania.</p> <p>In accordance with the rules stipulated in the MOU, SFD shall not reimburse any taxes, levies, and other charges imposed on the Consulting Engineer or his subcontractors by a Government Authority of Republic of Mauritania (except the exemptions stipulated above).</p> <p>For the avoidance of doubt, SFD financing does not cover the payment of taxes, duties, or any imposition of this nature</p> |
| <b>10.4</b> | <p><b>The unit rates and price shall be quoted by the bidder entirely in Only US dollars.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>10.5</b> | <p><b>Only US dollars.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

|                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>11.1</b>            | <b>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</b><br>No <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>12.1</b>            | <b>Proposals must remain valid for 120 days</b> after the proposal's submission deadline i.e. until: February 05, 2027.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>13.1</b>            | <p><b>Requests for clarification, including any ambiguity, discrepancy, omission, or inconsistency in the Tender Documents, shall be submitted in writing within thirty (30) days from the date of receipt of the Tender Documents.</b></p> <p><b>No circular letter, clarification, or amendment shall be issued during the seven (7) days immediately preceding the Submission Deadline, except for a notice postponing or extending the Submission Deadline.</b></p> <p>The contact information for requesting clarifications is:<br/> Attention: Mr. Abdullah Alzahrani, Eng. Mohammed Alaqil, Eng. Ziyad Almuqren<br/> E-mail: <a href="mailto:azhrani@sfd.gov.sa">azhrani@sfd.gov.sa</a> , <a href="mailto:malaqil@sfd.gov.sa">malaqil@sfd.gov.sa</a> , <a href="mailto:zalmuqren@sfd.gov.sa">zalmuqren@sfd.gov.sa</a></p> |
| <b>14.1.1</b>          | <p><b>Consultants may associate with</b></p> <p><b>(a) Saudi consultant(s):</b> Yes <input checked="" type="checkbox"/><br/> <b>and/or</b><br/> <b>(b) other Consultants:</b> Saudi Mauritanian joint venture <input checked="" type="checkbox"/></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>14.1.2</b>          | <p><b>Estimated Man Months:</b><br/> <b>The Estimated number of Key Experts' time input required for the assignment is:</b></p> <p>1. For (Design and Tendering): lump Sum.<br/> 2. For (Works Supervision, Supervision during DLP): <b>117 Man-Months</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>14.1.3</b>          | <b>The Consultant's Proposal must include the minimum Key Experts' time-input of 117 man-months.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>14.1.4 and 27.2</b> | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>15.2</b>            | <p>The format of the Technical Proposal to be submitted is: FTP</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>16.1</b>            | The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including but limited to:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

|                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                              | (1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;<br>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;<br>(3) cost of office accommodation, including overheads and back-stop support;<br>(4) communications costs;<br>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;<br>(6) cost of reports production (including printing) and delivering to the Client;<br>(7) other allowances where applicable and provisional or fixed sums (if any) |
| <b>16.2</b>                                  | <b>A price adjustment provision applies to remuneration rates:</b><br>No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>16.4</b>                                  | <b>The Financial Proposal shall be stated in the following currencies:</b><br>United States Dollar (USD)<br><b>The Financial Proposal should state local costs in the Client's country currency (local currency):</b> No                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>C. Submission, Opening and Evaluation</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>17.1</b>                                  | <b>The Consultants shall not have the option of submitting their Proposals electronically.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>17.4</b>                                  | <b>The Consultant must submit:</b><br>(a) <b>Technical Proposal:</b> one (1) original and two (2) copy;<br>(b) <b>Financial Proposal:</b> one (1) original and two (2) copy                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>17.7 and 17.9</b>                         | <b>The Proposals must be submitted no later than:</b><br><b>Date:</b> October 08 , 2026<br><b>Time:</b> 15:00 Riyadh time<br><b>Proposal submission address is:</b><br>The Saudi Fund for Development. P.O. Box 50483 Riyadh 11523 Kingdom of Saudi Arabia.<br>Office of the Deputy Chief Executive Officer<br>Building (A), fifth (5) floor<br><b>Please mark "Do not open" to the outer sealed envelope</b>                                                                                                                                                                                                                            |
| <b>19.1</b>                                  | <b>An online option of the opening of the Technical Proposals is offered:</b><br>No. The opening of tenders will be private at SFD premises                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>19.2</b>                                  | <b>In addition, the following information will be read aloud at the opening of the Technical Proposals</b> N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

| 21.1                                                                                            | <p>The maximum number of <i>points</i> to be given under each of the evaluation criteria are:</p> <table border="0"> <thead> <tr> <th></th><th style="text-align: right;"><u>Points</u></th></tr> </thead> <tbody> <tr> <td>(i) Experience of Firm and Financial Capability</td><td style="text-align: right;">20</td></tr> <tr> <td>    a) Firm must have Experience (10-20) years</td><td style="text-align: right;">10</td></tr> <tr> <td>    b) Experience in similar projects in the last 10 years (at least 2 projects)</td><td style="text-align: right;">10</td></tr> <tr> <td>(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference</td><td style="text-align: right;">15</td></tr> <tr> <td>    a) Technical approach and methodology</td><td style="text-align: right;">6</td></tr> <tr> <td>    b) Work plan</td><td style="text-align: right;">6</td></tr> <tr> <td>    c) Organization and staffing</td><td style="text-align: right;">3</td></tr> <tr> <td>(iii) Qualifications and competence of the Key Expert for the Assignment:</td><td style="text-align: right;">65</td></tr> <tr> <td colspan="2"><b>Stage 1: Pre-construction: (lump sum)</b></td></tr> <tr> <td colspan="2"><b>Stage 2: Construction Supervision, Supervision during DLP:</b></td></tr> <tr> <td>    a) Position K-1: Project Director</td><td style="text-align: right;">20</td></tr> <tr> <td>    b) Position K-2: Mission Leader (Civil or Hydraulic)</td><td style="text-align: right;">15</td></tr> <tr> <td>    c) Position K-3: Civil Engineer</td><td style="text-align: right;">10</td></tr> <tr> <td>    d) Position K-4: Hydraulic Engineer</td><td style="text-align: right;">10</td></tr> <tr> <td>    e) Position K-5: Supervisor</td><td style="text-align: right;">10</td></tr> <tr> <td>    Total Points:</td><td style="text-align: right;">100</td></tr> </tbody> </table> <p>The number of points to be given under each evaluation sub-criteria for qualifications of Key Experts is determined on the basis of four sub-criteria and relevant weightings as follows:</p> <table border="0"> <thead> <tr> <th></th><th style="text-align: right;"><u>Points</u></th></tr> </thead> <tbody> <tr> <td>(i) Education</td><td style="text-align: right;">20%</td></tr> <tr> <td>(ii) Experience</td><td style="text-align: right;">30%</td></tr> <tr> <td>(iii) Similar assignment</td><td style="text-align: right;">40%</td></tr> <tr> <td>(iv) Languages</td><td style="text-align: right;">10%</td></tr> <tr> <td>Total Points:</td><td style="text-align: right;">100%</td></tr> </tbody> </table> <p><b>The minimum technical score (St) required to pass is: 70 points</b></p> |  | <u>Points</u> | (i) Experience of Firm and Financial Capability | 20 | a) Firm must have Experience (10-20) years | 10 | b) Experience in similar projects in the last 10 years (at least 2 projects) | 10 | (ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference | 15 | a) Technical approach and methodology | 6 | b) Work plan | 6 | c) Organization and staffing | 3 | (iii) Qualifications and competence of the Key Expert for the Assignment: | 65 | <b>Stage 1: Pre-construction: (lump sum)</b> |  | <b>Stage 2: Construction Supervision, Supervision during DLP:</b> |  | a) Position K-1: Project Director | 20 | b) Position K-2: Mission Leader (Civil or Hydraulic) | 15 | c) Position K-3: Civil Engineer | 10 | d) Position K-4: Hydraulic Engineer | 10 | e) Position K-5: Supervisor | 10 | Total Points: | 100 |  | <u>Points</u> | (i) Education | 20% | (ii) Experience | 30% | (iii) Similar assignment | 40% | (iv) Languages | 10% | Total Points: | 100% |
|-------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------|-------------------------------------------------|----|--------------------------------------------|----|------------------------------------------------------------------------------|----|-------------------------------------------------------------------------------------------------|----|---------------------------------------|---|--------------|---|------------------------------|---|---------------------------------------------------------------------------|----|----------------------------------------------|--|-------------------------------------------------------------------|--|-----------------------------------|----|------------------------------------------------------|----|---------------------------------|----|-------------------------------------|----|-----------------------------|----|---------------|-----|--|---------------|---------------|-----|-----------------|-----|--------------------------|-----|----------------|-----|---------------|------|
|                                                                                                 | <u>Points</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |               |                                                 |    |                                            |    |                                                                              |    |                                                                                                 |    |                                       |   |              |   |                              |   |                                                                           |    |                                              |  |                                                                   |  |                                   |    |                                                      |    |                                 |    |                                     |    |                             |    |               |     |  |               |               |     |                 |     |                          |     |                |     |               |      |
| (i) Experience of Firm and Financial Capability                                                 | 20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |               |                                                 |    |                                            |    |                                                                              |    |                                                                                                 |    |                                       |   |              |   |                              |   |                                                                           |    |                                              |  |                                                                   |  |                                   |    |                                                      |    |                                 |    |                                     |    |                             |    |               |     |  |               |               |     |                 |     |                          |     |                |     |               |      |
| a) Firm must have Experience (10-20) years                                                      | 10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |               |                                                 |    |                                            |    |                                                                              |    |                                                                                                 |    |                                       |   |              |   |                              |   |                                                                           |    |                                              |  |                                                                   |  |                                   |    |                                                      |    |                                 |    |                                     |    |                             |    |               |     |  |               |               |     |                 |     |                          |     |                |     |               |      |
| b) Experience in similar projects in the last 10 years (at least 2 projects)                    | 10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |               |                                                 |    |                                            |    |                                                                              |    |                                                                                                 |    |                                       |   |              |   |                              |   |                                                                           |    |                                              |  |                                                                   |  |                                   |    |                                                      |    |                                 |    |                                     |    |                             |    |               |     |  |               |               |     |                 |     |                          |     |                |     |               |      |
| (ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference | 15                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |               |                                                 |    |                                            |    |                                                                              |    |                                                                                                 |    |                                       |   |              |   |                              |   |                                                                           |    |                                              |  |                                                                   |  |                                   |    |                                                      |    |                                 |    |                                     |    |                             |    |               |     |  |               |               |     |                 |     |                          |     |                |     |               |      |
| a) Technical approach and methodology                                                           | 6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |               |                                                 |    |                                            |    |                                                                              |    |                                                                                                 |    |                                       |   |              |   |                              |   |                                                                           |    |                                              |  |                                                                   |  |                                   |    |                                                      |    |                                 |    |                                     |    |                             |    |               |     |  |               |               |     |                 |     |                          |     |                |     |               |      |
| b) Work plan                                                                                    | 6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |               |                                                 |    |                                            |    |                                                                              |    |                                                                                                 |    |                                       |   |              |   |                              |   |                                                                           |    |                                              |  |                                                                   |  |                                   |    |                                                      |    |                                 |    |                                     |    |                             |    |               |     |  |               |               |     |                 |     |                          |     |                |     |               |      |
| c) Organization and staffing                                                                    | 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |               |                                                 |    |                                            |    |                                                                              |    |                                                                                                 |    |                                       |   |              |   |                              |   |                                                                           |    |                                              |  |                                                                   |  |                                   |    |                                                      |    |                                 |    |                                     |    |                             |    |               |     |  |               |               |     |                 |     |                          |     |                |     |               |      |
| (iii) Qualifications and competence of the Key Expert for the Assignment:                       | 65                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |               |                                                 |    |                                            |    |                                                                              |    |                                                                                                 |    |                                       |   |              |   |                              |   |                                                                           |    |                                              |  |                                                                   |  |                                   |    |                                                      |    |                                 |    |                                     |    |                             |    |               |     |  |               |               |     |                 |     |                          |     |                |     |               |      |
| <b>Stage 1: Pre-construction: (lump sum)</b>                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |               |                                                 |    |                                            |    |                                                                              |    |                                                                                                 |    |                                       |   |              |   |                              |   |                                                                           |    |                                              |  |                                                                   |  |                                   |    |                                                      |    |                                 |    |                                     |    |                             |    |               |     |  |               |               |     |                 |     |                          |     |                |     |               |      |
| <b>Stage 2: Construction Supervision, Supervision during DLP:</b>                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |               |                                                 |    |                                            |    |                                                                              |    |                                                                                                 |    |                                       |   |              |   |                              |   |                                                                           |    |                                              |  |                                                                   |  |                                   |    |                                                      |    |                                 |    |                                     |    |                             |    |               |     |  |               |               |     |                 |     |                          |     |                |     |               |      |
| a) Position K-1: Project Director                                                               | 20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |               |                                                 |    |                                            |    |                                                                              |    |                                                                                                 |    |                                       |   |              |   |                              |   |                                                                           |    |                                              |  |                                                                   |  |                                   |    |                                                      |    |                                 |    |                                     |    |                             |    |               |     |  |               |               |     |                 |     |                          |     |                |     |               |      |
| b) Position K-2: Mission Leader (Civil or Hydraulic)                                            | 15                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |               |                                                 |    |                                            |    |                                                                              |    |                                                                                                 |    |                                       |   |              |   |                              |   |                                                                           |    |                                              |  |                                                                   |  |                                   |    |                                                      |    |                                 |    |                                     |    |                             |    |               |     |  |               |               |     |                 |     |                          |     |                |     |               |      |
| c) Position K-3: Civil Engineer                                                                 | 10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |               |                                                 |    |                                            |    |                                                                              |    |                                                                                                 |    |                                       |   |              |   |                              |   |                                                                           |    |                                              |  |                                                                   |  |                                   |    |                                                      |    |                                 |    |                                     |    |                             |    |               |     |  |               |               |     |                 |     |                          |     |                |     |               |      |
| d) Position K-4: Hydraulic Engineer                                                             | 10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |               |                                                 |    |                                            |    |                                                                              |    |                                                                                                 |    |                                       |   |              |   |                              |   |                                                                           |    |                                              |  |                                                                   |  |                                   |    |                                                      |    |                                 |    |                                     |    |                             |    |               |     |  |               |               |     |                 |     |                          |     |                |     |               |      |
| e) Position K-5: Supervisor                                                                     | 10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |               |                                                 |    |                                            |    |                                                                              |    |                                                                                                 |    |                                       |   |              |   |                              |   |                                                                           |    |                                              |  |                                                                   |  |                                   |    |                                                      |    |                                 |    |                                     |    |                             |    |               |     |  |               |               |     |                 |     |                          |     |                |     |               |      |
| Total Points:                                                                                   | 100                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |               |                                                 |    |                                            |    |                                                                              |    |                                                                                                 |    |                                       |   |              |   |                              |   |                                                                           |    |                                              |  |                                                                   |  |                                   |    |                                                      |    |                                 |    |                                     |    |                             |    |               |     |  |               |               |     |                 |     |                          |     |                |     |               |      |
|                                                                                                 | <u>Points</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |               |                                                 |    |                                            |    |                                                                              |    |                                                                                                 |    |                                       |   |              |   |                              |   |                                                                           |    |                                              |  |                                                                   |  |                                   |    |                                                      |    |                                 |    |                                     |    |                             |    |               |     |  |               |               |     |                 |     |                          |     |                |     |               |      |
| (i) Education                                                                                   | 20%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |               |                                                 |    |                                            |    |                                                                              |    |                                                                                                 |    |                                       |   |              |   |                              |   |                                                                           |    |                                              |  |                                                                   |  |                                   |    |                                                      |    |                                 |    |                                     |    |                             |    |               |     |  |               |               |     |                 |     |                          |     |                |     |               |      |
| (ii) Experience                                                                                 | 30%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |               |                                                 |    |                                            |    |                                                                              |    |                                                                                                 |    |                                       |   |              |   |                              |   |                                                                           |    |                                              |  |                                                                   |  |                                   |    |                                                      |    |                                 |    |                                     |    |                             |    |               |     |  |               |               |     |                 |     |                          |     |                |     |               |      |
| (iii) Similar assignment                                                                        | 40%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |               |                                                 |    |                                            |    |                                                                              |    |                                                                                                 |    |                                       |   |              |   |                              |   |                                                                           |    |                                              |  |                                                                   |  |                                   |    |                                                      |    |                                 |    |                                     |    |                             |    |               |     |  |               |               |     |                 |     |                          |     |                |     |               |      |
| (iv) Languages                                                                                  | 10%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |               |                                                 |    |                                            |    |                                                                              |    |                                                                                                 |    |                                       |   |              |   |                              |   |                                                                           |    |                                              |  |                                                                   |  |                                   |    |                                                      |    |                                 |    |                                     |    |                             |    |               |     |  |               |               |     |                 |     |                          |     |                |     |               |      |
| Total Points:                                                                                   | 100%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |               |                                                 |    |                                            |    |                                                                              |    |                                                                                                 |    |                                       |   |              |   |                              |   |                                                                           |    |                                              |  |                                                                   |  |                                   |    |                                                      |    |                                 |    |                                     |    |                             |    |               |     |  |               |               |     |                 |     |                          |     |                |     |               |      |
|                                                                                                 | <b>Public Opening of Financial Proposals</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |               |                                                 |    |                                            |    |                                                                              |    |                                                                                                 |    |                                       |   |              |   |                              |   |                                                                           |    |                                              |  |                                                                   |  |                                   |    |                                                      |    |                                 |    |                                     |    |                             |    |               |     |  |               |               |     |                 |     |                          |     |                |     |               |      |
| 23.4                                                                                            | <p><b>An online option of the opening of the Financial Proposals is offered:</b><br/>No. The opening of tenders will be private at SFD premises</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |               |                                                 |    |                                            |    |                                                                              |    |                                                                                                 |    |                                       |   |              |   |                              |   |                                                                           |    |                                              |  |                                                                   |  |                                   |    |                                                      |    |                                 |    |                                     |    |                             |    |               |     |  |               |               |     |                 |     |                          |     |                |     |               |      |
| 25.1                                                                                            | <p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |               |                                                 |    |                                            |    |                                                                              |    |                                                                                                 |    |                                       |   |              |   |                              |   |                                                                           |    |                                              |  |                                                                   |  |                                   |    |                                                      |    |                                 |    |                                     |    |                             |    |               |     |  |               |               |     |                 |     |                          |     |                |     |               |      |

|      |                                                                                                                                                                                                                                                                                                                                                                           |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant. |
| 26.1 | <p><b>The single currency for the conversion of all prices expressed in various currencies into a single one is: USD</b></p> <p><b>The official source of the selling (exchange) rate is:</b><br/>The Central Bank of Saudi Arabia</p> <p><b>The date of the exchange rate is <i>the deadline for submission of proposals</i></b></p>                                     |
|      | <b>D. Negotiations and Award</b>                                                                                                                                                                                                                                                                                                                                          |
| 28   | <p><b>Expected date and address for contract negotiations:</b><br/><b>Date:</b><br/><b>Address:</b><br/>TBD</p>                                                                                                                                                                                                                                                           |
| 34.2 | <p><b>Expected date for the commencement of the Services:</b><br/><b>Date:</b> TBD</p>                                                                                                                                                                                                                                                                                    |



### Section 3. Technical Proposal – Standard Forms

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

#### CHECKLIST OF REQUIRED FORMS

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

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

---

## FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

---

{Location, Date}

---

{Name and address of Client}

Dear Sirs:

We, the undersigned, offer to provide the consultant services on design, tendering, and supervision over construction of ..... project in ..... and ..... regions in accordance with your Request for Proposals dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

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

OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by SFD.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by SFD’s policy in regard to corrupt and fraudulent/prohibited practices as per ITC 5.
- (e) We, including any of our sub-consultants, subcontractors, suppliers or service providers for any part of the contract, have not been declared ineligible by SFD, under the Client’s country laws or official regulations or

---

by an act of compliance with a decision of the Organization of the Islamic Cooperation, the League of Arab States and the African Union.

- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address} \_\_\_\_\_

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

---

**{Note: All copies of the Technical Offer and the separate sealed envelope as described in the following item shall be submitted in an outer sealed envelope or parcel labeled as follows:}**

---

**Tender for**

Project No: P5/2026/ The Islamic Republic of Mauritania

Tender No: P5/2026/ The Islamic Republic of Mauritania /Consultant

Project Name: The Saudi Program for Drilling of Wells and Rural Development in Africa – Phase V – Republic of Mauritania

Name of Tenderer .....

**ONLY TO BE OPENED BY**

**The Saudi Fund for Development**

P.O. Box 50483  
Riyadh 11523  
King Fahad Road  
Kingdom of Saudi Arabia

---

## FORM TECH-2

### Consultant's Organization and Experience

---

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

#### **A - Consultant's Organization**

{1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.}

#### **B - Consultant's Experience**

---

1. List only previous similar assignments successfully completed in the last 10 years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

---

| <b>Duration</b>           | <b>Assignment name/&amp; brief description of main deliverables/outputs</b>                     | <b>Name of Client &amp; Country of Assignment</b> | <b>Approx. Contract value (in US\$ or EURO)/ Amount paid to your firm</b> | <b>Role on the Assignment</b>      |
|---------------------------|-------------------------------------------------------------------------------------------------|---------------------------------------------------|---------------------------------------------------------------------------|------------------------------------|
|                           |                                                                                                 |                                                   |                                                                           |                                    |
| {e.g., Jan.2009–Apr.2010} | {e.g., “Improvement quality of.....”: designed master plan for rationalization of .....; }      | {e.g., Ministry of ....., country}                | {e.g., US\$1 mill/US\$0.5 mill}                                           | {e.g., Lead partner in a JV A&B&C} |
|                           |                                                                                                 |                                                   |                                                                           |                                    |
| {e.g., Jan-May 2008}      | {e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....} | {e.g., municipality of....., country}             | {e.g., US\$0.2 mil/US\$0.2 mil}                                           | {e.g., sole Consultant}            |
|                           |                                                                                                 |                                                   |                                                                           |                                    |

---

## **FORM TECH-3**

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

---

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

#### **A - On the Terms of Reference**

{Describe proposed modifications or improvement to the Terms of Reference (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.}

#### **B - On Counterpart Staff and Facilities**

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

---

## FORM TECH-4

### DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

---

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

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

- a) Technical Approach and Methodology
  - b) Work Plan
  - c) Organization and Staffing
- 
- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
  - b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
  - c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

FORM TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

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

FORM TECH-6

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

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

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



Full time input



Part time input

---

**FORM TECH-6**

**CURRICULUM VITAE (CV)**

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

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

---

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

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

**Membership in Professional Associations and Publications:**

---

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

---

---

**Adequacy for the Assignment:**

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

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

**Certification:**

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

{day/month/year}

---

Name of Expert

Signature

Date

{day/month/year}

---

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

Signature

Date

---

|                                                                                                              | Yes                      | No                       |
|--------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| (i) <i>This CV correctly describes my qualifications and experience</i>                                      | <input type="checkbox"/> | <input type="checkbox"/> |
| (ii) <i>I am employed by the Executing or the Implementing Agency</i>                                        | <input type="checkbox"/> | <input type="checkbox"/> |
| (iii) <i>I was part of the team who wrote the terms of reference for this consulting services assignment</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| (iv) <i>I am not currently debarred by a multilateral development bank</i>                                   | <input type="checkbox"/> | <input type="checkbox"/> |

*(If yes, identify who)*

*I certify that I have been informed by the firm that it is including my CV in the Proposal for the {name of project and contract}. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.*

**OR**

*[If CV is signed by the firm's authorized representative and the written agreement attached]*

*I, as the authorized representative of the firm submitting this Proposal for the {name of project and contract}, certify that I have obtained the consent of the named expert to submit his/her CV, and that I have obtained a written representation from the expert that s/he will be available to carry out the assignment in accordance with the implementation arrangements and schedule set out in the Proposal.]*

---

## FORM TECH-7

### **Code of Conduct Environmental, Social, Health and Safety (ESHS)**

The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice as may be more fully described in the Term of Reference **described in Section 7**

The Consultant shall submit an outline of how the Code of Conduct will be implemented.



---

## Section 4. Financial Proposal - Standard Forms

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Reimbursable expenses

**{NOTE: THE FINANCIAL OFFER ONLY CONSISTS OF THE FILLED IN AND COMPLETED PRICE SCHEDULE WITH EXPLANATORY NOTES WHICH SHALL BE SUBMITTED IN THREE (3) COPIES IN A SEPARATE SEALED ENVELOPE WHICH SHALL BE LABELED AS FOLLOWS:}**

---

### Financial Offer

Tender for

Project No: P5/2026/ The Islamic Republic of Mauritania  
Tender No: P5/2026/ The Islamic Republic of Mauritania /Consultant

Project Name: The Saudi Program for Drilling of Wells and Rural Development in Africa  
– Phase V – Republic of Mauritania

Name of Tenderer .....

ONLY TO BE OPENED BY

The Saudi Fund for Development

P.O. Box 50483  
Riyadh 11523  
King Fahad Road  
Kingdom of Saudi Arabia

---

## FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

---

{Location, Date}

To:

---

Dear Sirs:

We, the undersigned, offer to provide the consulting services for consultant services on on design, tendering, and supervision over construction of ..... projects in ..... and ..... regions in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, *[Insert “including” or “excluding”] of all indirect local taxes in accordance with Clause 25.2 in the Data Sheet.* The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

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

| Name and Address<br>of Agent(s)/Other party | Amount and<br>Currency | Purpose |
|---------------------------------------------|------------------------|---------|
| <hr/>                                       | <hr/>                  | <hr/>   |
| <hr/>                                       | <hr/>                  | <hr/>   |

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

---

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company’s name or JV’s name):

Capacity: {insert the person’s capacity to sign for the Consultant}

Address: {insert the authorized representative’s address}

---

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}\_\_\_\_\_

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

**FORM FIN-2 SUMMARY OF COSTS**

| Item                                                                                                               | Cost                                                                                                   |                                               |                                               |                                         |
|--------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------|
|                                                                                                                    | Consultant shall state the proposed Costs in accordance with ITC 16.4. Delete unused currency columns. |                                               |                                               |                                         |
|                                                                                                                    | <i>{Insert Foreign Currency # 1}</i>                                                                   | <i>{Insert Foreign Currency # 2, if used}</i> | <i>{Insert Foreign Currency # 3, if used}</i> | <i>{Insert Local Currency, if used}</i> |
| <b>1. Design and Contractor Tender Package (Lump-Sum)</b>                                                          |                                                                                                        |                                               |                                               |                                         |
| 1.1 Preparation of contactors Tender Document (50%)                                                                |                                                                                                        |                                               |                                               |                                         |
| 1.2 Evaluation of contractor Bids (50%)                                                                            |                                                                                                        |                                               |                                               |                                         |
| <b>2. Construction Supervision</b>                                                                                 |                                                                                                        |                                               |                                               |                                         |
| 2.1 Remuneration (Time-Based) - Form FIN-3                                                                         |                                                                                                        |                                               |                                               |                                         |
| 2.2 Reimbursable Expenses - Form FIN-4                                                                             |                                                                                                        |                                               |                                               |                                         |
| <b>Total Cost of the Financial Proposal, excluding indirect local taxes (must match Form FIN-1)</b>                |                                                                                                        |                                               |                                               |                                         |
| <b>Indirect Local Tax Estimates - to be discussed and finalized during negotiations if the Contract is awarded</b> |                                                                                                        |                                               |                                               |                                         |
| {Insert applicable indirect local tax, e.g. VAT or sales tax}                                                      |                                                                                                        |                                               |                                               |                                         |
| {Insert other applicable indirect local tax, if any}                                                               |                                                                                                        |                                               |                                               |                                         |
| {Insert other applicable tax, if any}                                                                              |                                                                                                        |                                               |                                               |                                         |
| <b>Total Estimate for Indirect Local Tax:</b>                                                                      |                                                                                                        |                                               |                                               |                                         |

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

### FORM FIN-3 BREAKDOWN OF REMUNERATION *[/\*]*

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

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

\*In the case of selections that do not include cost as an evaluation factor (i.e., QBS, CQS, and SSS), an expanded version of this Form may be used to add columns to show social charges, overhead, other charges (such as premium for field assignments in difficult locations) and the multiplier.

---

## APPENDIX A. FINANCIAL NEGOTIATIONS - BREAKDOWN OF REMUNERATION RATES

### 1. Review of Remuneration Rates

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

---

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - \text{ph} - v - s]}$$

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

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

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

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

---

## Sample Form

Consultant:  
Assignment:

Country:  
Date:

### Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

\_\_\_\_\_  
[Name of Consultant]

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

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

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

(Expressed in {insert name of currency\*})

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

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

1. Expressed as percentage of 1

2. Expressed as percentage of 4

## FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

| B. [Reimbursable] _____ |                                                                     |          |           |          |                                |                                |                               |                                  |
|-------------------------|---------------------------------------------------------------------|----------|-----------|----------|--------------------------------|--------------------------------|-------------------------------|----------------------------------|
| N°                      | Type of [Reimbursable Expenses]                                     | Unit     | Unit Cost | Quantity | {Currency # 1-<br>as in FIN-2} | {Currency # 2-<br>as in FIN-2} | {Currency# 3- as<br>in FIN-2} | {Local Currency-<br>as in FIN-2} |
|                         | {e.g., Per diem allowances**}                                       | {Day}    |           |          |                                |                                |                               |                                  |
|                         | {e.g., International flights}                                       | {Ticket} |           |          |                                |                                |                               |                                  |
|                         | {e.g., In/out airport transportation}                               | {Trip}   |           |          |                                |                                |                               |                                  |
|                         | {e.g., Communication costs between Insert place and Insert place}   |          |           |          |                                |                                |                               |                                  |
|                         | {e.g., reproduction of reports}                                     |          |           |          |                                |                                |                               |                                  |
|                         | {e.g., Office rent}                                                 |          |           |          |                                |                                |                               |                                  |
|                         | Preparation of tender documents and evaluation of contractors' bids | Lump sum |           |          |                                |                                |                               |                                  |
|                         | .....                                                               |          |           |          |                                |                                |                               |                                  |
|                         |                                                                     |          |           |          |                                |                                |                               |                                  |
| Total Costs             |                                                                     |          |           |          |                                |                                |                               |                                  |

Legend:

---

## Section 5. Eligible Countries

### Eligibility for Procurement of Consultant Services under SFD Project Financing

In accordance with the principle and procedures, it is a fundamental policy of SFD that the Request for Proposal shall unequivocally provide that the services by the Consultant Firm/Individual Consultant, and its associates and sub-contractors, shall be provided in strict compliance with the Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union (Boycott Regulations). The Beneficiary shall advise prospective Proposers that Proposals will only be considered from Consultant Firms/Individual Consultants that are not subject to these Boycott Regulations. The Proposer shall provide a letter of oath to that effect.

The eligibility of a Consultant will be finally determined at the time of signature of the contract. In cases where Consultants withhold information to evade disqualification on account of an eligibility requirement, the Beneficiary will have the right to cancel the contract at any time and also to penalize such Consultants and claim compensation for losses, as a consequence thereof, to the Beneficiary and SFD. SFD reserves the right not to honor any contract if the Consultant involved is found to be ineligible based on the eligibility requirements set for the in the Principles and Procedures.

In accordance with Para 1.17 of the Guidelines for the purpose of these Guidelines, a MC Firm is defined as follows:

- a) it is established or incorporated in a MC of SFD;
- b) its principal place of business is located in a MC;
- c) its chief officer is a national of a MC; and
- d) more than half of its managerial and professional staff are nationals of an MC or MCs.

In accordance with Para 1.18 of the Guidelines, a domestic Firm of a MC is defined as follows:

- a) it is established or incorporated in the MC where the assignment is to be carried out;
- b) its principal place of business is located in the MC;
- c) its chief officer is a national of the MC; and
- d) more than half of its managerial and professional staff are nationals of the MC.

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



---

## Section 6. SFD Policy – Corrupt and Fraudulent Practices

Guidelines for Procurement of Consultant Services under Saudi Development Fund Project Financing, April 2019

### **Fraud and Corruption:**

1.38 It is SFD policy to require that Beneficiaries as well as Consultant Firms and Individual Consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, and any personnel thereof, to observe the highest standard of ethics during the selection and execution of SFD financed contracts<sup>1</sup>. In pursuance of this policy, the requirements of *SFD Group Anti-Corruption Guidelines on Preventing and Combating Fraud and Corruption in SFD Group-Financed Projects and Cross Debarment Agreement* shall be observed at all times. SFD:

- a) Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and
  - v. “obstructive practice” is deliberately destroying, falsifying, altering, or concealing of evidence material to an investigation or making false statements to investigators in order to materially impede an SFD investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of SFD inspection and audit rights provided for under Paragraph 1.38(e) below.
- b) Will reject a Proposal for award if it determines that the Consultant recommended for award, or any of its personnel, or its agents, or its sub-Consultants, sub-contractors, service providers, Suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

---

<sup>1</sup> In this context, any action taken by a Contractor or Consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.

- 
- c) Will declare mis procurement and cancel the portion of the Project Financing allocated to a contract if it determines at any time that representatives of the Beneficiary or of a recipient of any part of the proceeds of SFD Project Financing were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Beneficiary having taken timely and appropriate action, satisfactory to SFD, to address such practices when they occur, including by failing to inform SFD in a timely manner at the time they knew of the practices;
  - d) Will sanction a Firm or an individual, at any time, in accordance with prevailing SFD sanctions procedures<sup>2</sup>, including by publicly declaring such Firm or individual ineligible, either indefinitely or for a stated period of time:
    - i. to be awarded a SFD financed contract; and
    - ii. to be a nominated sub-contractor, Consultant, sub-Consultant, Supplier, or service provider of an otherwise eligible Firm being awarded a SFD-financed contract; and
  - e) Will require that a clause be included in the RFP and in contracts financed by SFD requiring Consultants, and their agents, personnel, sub-consultants, sub-contractors, service providers, or Suppliers, to permit SFD to inspect all accounts, records, and other documents relating to the submission of Proposals and contract performance, and to have them audited by auditors appointed by SFD.

## **Section 7. Terms of Reference**

### **General:**

The Consulting Engineer shall report to SFD Head Office and shall get his directions from there unless otherwise agreed in this contract.

### **Project Name:**

Terms of Reference for Consultancy Services for the Design, Tendering, and Construction Supervision of the Saudi Program for Drilling of Wells and Rural Development in Africa, Phase V – Republic of Mauritania

### **I. BACKGROUND**

The project aims to improve access to safe drinking water in villages and rural areas through the drilling of approximately forty (40) boreholes equipped with solar-powered pumping systems and elevated storage tanks. The project also includes the development of water distribution networks with the installation of water points and standpipes to ensure reliable and equitable access to potable water.

The project will be implemented across six regions in Republic of Mauritania: Hodh El Gharbi , Hodh Ech Chargui, Tagnat, Adrar, Inchiri and Assaba.

### **II. Main objectives of the assignment**

- Undertake the design of the project, including all necessary technical studies.
- Prepare tender documents and support procurement, including leading the bid evaluation process in consultation with SFD.
- Provide construction supervision and contract administration to ensure proper implementation of the works in accordance with approved designs, specifications, quality standards, budget, and schedule.
- Act as the main liaison between the Contractor, local authorities, and SFD, and oversee coordination throughout project implementation.

The works include but are not limited:

- Drilling approximately (40) wells
- Installing approximately (40) solar-powered pumping systems
- Supplying and installing approximately (40) water tanks with a storage capacity of 20-40 m3
- Supplying and extending approximately (160) km of water distribution network, along with the installation of approximately (40) public taps and (1200) private taps.

### **III. Project Duration**

The duration of the project is 24 months.

The Services shall be carried out under a single Contract in two stages:

#### **Stage 1: Design and Contractor Tender Package**

After contract award and signature, the Consulting Engineer shall review the available project information and prepare the complete Contractor RFP and Tender Package.

This package shall be submitted within 6 months of the effective date of the contract.

#### **Stage 2: Construction Supervision**

Construction Supervision Services should start only after the construction contract is signed with the selected contractor.

### **IV. SCOPE OF Services**

The Consulting Engineer's Services shall include taking over all functions and responsibilities of the Engineer under the Contract Agreement between the Islamic Republic of Mauritania and the Contractor, including but not limited to the duties set out below.

- 1) Execute technical studies and prepare technical design.
- 2) Prepare the tender document for the contractor in consultation with SFD. This includes collections of all relevant data and information from the country of assignment.
- 3) Monitor the observance of the Memorandum of Understanding which the Saudi Fund for Development has concluded with Islamic Republic of Mauritania stating, for instance, customs exemptions, re-export of equipment and to inform SFD immediately in cases of non-observance
- 4) Check and agree on the well points in co-operation with the Beneficiaries and the relevant Government Authorities of Islamic Republic of Mauritania.
- 5) Ensure that all designs and documents comply with applicable technical standards, environmental and social safeguards, and project requirements.
- 6) To participate and be responsible for the bid evaluation process in consultation with SFD. This includes all necessary stages requested by SFD until assigning a contractor.
- 7) To be the liaison to local authorities as well as to SFD and the Contractor. For easy cooperation, the contractor is bound to provide accommodation and office space in his base camp for the engineer. Any other services cost like power, water, telecommunication, security etc. and their payment, however, need to be negotiated between consultant and contractor

8) Supervise and monitor all Works to be performed by the Contractor(s), including the animation of the Beneficiaries; follow-up and control of schedule(s); quality and quantities of Works; certify all testing's; issue of Taking-Over Certificates. The equipment necessary to carry out these works (such as vehicles, motor cycles, office equipment, computer, printer etc.; hydrogeological software, office software, GPS, geologists' compass, laptop, water level sounders, pH and conductivity-meters, water test kit, concrete test hammer, field beds, tents, mosquito nets, emergency kits etc., telephone communication -e.g. mobile and satellite phone) shall be provided by the Contractor to the engineer & at the end of the project handed over to the Ministry of Water and Environment.

9) Quantity survey and issue of all Payment Certificates.

10) Supervision of Defects Liability Periods, issue of corresponding orders and issue of the respective Defects Liability Certificates (see specimen below) within the contract period.

11) Check, correct and approve Contractor(s)'s invoices, reports, statements etc., within time limits set by this Contract or the Contract between Islamic Republic of the Mauritania and the Contractor.

12) Report to SFD. Such reports shall follow the instructions given in the attached Outline of the Progress Report. Special attention shall be given to the development and control of costs during execution of the Works regarding the given budget, respectively the Contract Price of the Contract between Islamic Republic of the Mauritania and the Contractor. That implies that any additional claim of whatever nature put forward by the Contractor, or any circumstances which may lead to additional claims, must be reported immediately to SFD. The report should be accompanied by a proposal for savings of performance in cases where the Contract Price of the Contract between Islamic Republic of the Mauritania and the Contractor might be exceeded or the number of Facilities to be constructed might be reduced.

| Region                    | Hodh El Gharbi | Hodh Ech Chargui | Tagnat | Adrar | Inchiri | Assaba |
|---------------------------|----------------|------------------|--------|-------|---------|--------|
| Suggested Number of Wells | 9              | 5                | 7      | 7     | 7       | 5      |

Furthermore, at the request of SFD, the Consulting Engineer shall participate in the contract negotiations between Islamic Republic of Mauritania and the Contractor(s).

**The Saudi Program for Drilling of Wells and Rural Development in Africa  
Phase V- Republic of Mauritania**

**Specimen  
Taking-over Certificate**

1) This is to certify that the well/surface structure

No .....  
Region .....  
District .....  
Village .....

Has been completed according to the contract No. .... on  
.....

1) The following minor defects and/or minor remaining works were found:

- a) Minor defects
- b) Minor remaining works
- c) Deadline for correction of defects and, if applicable, for completion of remaining works

2) Remarks

Place..... Date .....

The Engineer ..... The Contractor.....

Employer..... The Government's  
Representative.....

---

**The Saudi Program for Drilling of Wells and Rural Development in Africa**

**Phase V - Republic of Mauritania**

**Specimen**  
**Defects Liability Period**

Contractor

Project No. ....

Contract No. ....

Tender No. ....

This is to certify the for site

- 1) The permanent works have been completed according to the above-mentioned Contract without defects.
- 2) The contractor has fulfilled all obligations according to the contract conditions.

Place.....

Date.....

Employer/ The Engineer

.....

## V. REPORTING

To be submitted by the Consulting Engineer to SFD in 4 copies in English as electronical version by email: The final report will also be in English language as hardcopy (4 copies) and as electronical version on USB or email.

Reports should be properly illustrated with drawings, sketches, tables, photo reports and graphs to help understand and assimilate their content.

### **Reporting under Construction supervision:**

Required information on the front page:

- Project Name
- Project number, Tender number
- Country of assignment
- Period covered by the report
- Report number
- Name of Consulting Engineer
- Date, signature

The Consultant must provide the following reports under Construction supervision:

- Inception report;
- Monthly/quarterly reports;
- Civil contracts completion reports for subprojects;
- Final report

### Inception Report

The inception report sets out the strategy and work plan. It is necessary to describe in detail the tools, methods and approaches for the implementation of technical supervision, the mechanisms of interaction of experts and the system for ensuring the quality of construction work.

### Monthly/Quarterly Reports:

The reports should detail the construction progress processes, the results achieved under each contract, highlighting any shortcomings, delays or other problems that may arise and indicate what steps are being taken to overcome the problems.

The report should reflect: the progress of construction works; adherence to implementation schedules; issues arising during construction, the course of their consideration and solutions; expense and payments; changes in technical and other solutions; changes in the implementation schedule; the course and results of the tests carried out; any other important information about the progress of construction. The reports should include progress charts and photographs (color and dated), a narrative that includes all information regarding the progress of the work, the extent and nature of the work performed. The report should also include the percentages of construction work completed and planned, as well as actual and planned cash flows for each work item for the reporting period. Attached are copies of the minutes of the monthly stakeholder meeting.

The Consultant shall organize daily monitoring for each contract via online messengers (WhatsApp, Telegram, etc.) with the participation of local site engineers and the Team Leader to respond in a timely manner to questions that come up.

### Civil Contracts Completion Reports for Subprojects

The Consultant will prepare construction completion reports for subprojects. The report should summarize the content of the monthly/quarterly reports; conclusion on deviations from the performance of the contract, design, and work carried out; conclusion about the tests carried out, photos of the construction progress and other important information about the entire construction progress. The reports should provide all information about the completed facility including but not limited to calculations, drawings, specifications, test reports and final cost analysis. The Consultants shall prepare for the Client a complete set of records and drawings of the work as soon as possible after the taking over certificate is issued and in any case within 28 days from the date of this certificate.

#### Final report

Upon completion of construction supervision assignments, the Consultant should prepare a Final Report for completed construction supervision assignments. The report should include full information on the work carried out in construction supervision and contain summarized data available in the Subproject Completion Reports.

All reports/results shall be submitted in English. Copies to be provided:

- (i) Four (4) paper copies for the Client in each required language plus an electronic copy in Acrobat or MS Word format;
- (ii) The final bidding documents shall be provided as electronic copy in Acrobat or MS Word format; additionally the consultant must provide a paper copies in English for distribution to bidders at the bidding stage.
- (i) Drawings and other deliverables generated in other software shall be provided to the Client in electronic form in the original format in 2 sets (CD / DVD, flash card).

| No. | Deliverables                                            | Submission timeframe from the start date                                                         |
|-----|---------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| 1   | Inception report                                        | 4 weeks after signing the contract                                                               |
| 2   | Final Contractor RFP/Tender Package                     | Within 6 months from the Effective Date or Notice to Proceed                                     |
| 3   | Monthly progress reports                                | 1 week after the end of the month                                                                |
| 4   | Quarterly progress reports                              | 1 week after the end of the quarter                                                              |
| 5   | Construction completion reports in terms of subprojects | Draft report: 2 weeks after completion of work<br>Final report: 4 weeks after completion of work |
| 6   | Final report                                            | 2 weeks after the date of completion of all work under the contract                              |

## **Delay Damages**

In the event of delay in the delivery of any Deliverable, delay damages shall apply on a per-Deliverable basis in accordance with the Contract, subject to an overall cap of ten percent (10%) of the Contract Price.

## **VI. PAYMENT**

A single contract shall be awarded to the Consultant, with remuneration structured as follows:

### **Stage 1: Design and Contractor Tender Package**

The services of the consultant in preparation of the tender document and evaluating contractors' bids including all needed costs such as but not limited to; cost of travel to and from the country of assignment, stay and travel inside the country of assignment, meetings with authorities and collection of data, preparing the Tender document in text and all required drawings, and evaluating contractors bids.

Cost of preparation of Tender document and evaluation of contractor bids shall be reimbursed in so far as contractually agreed at a lump-sum rate, payable upon submission of the required deliverables and their written approval by the SFD.

The consultant shall participate in analyzing the contractors' offers technically & financially in consultation with SFD. Also, the consultant shall attend the contract negotiation and signing of the contract between the contractor and the employer.

The contractor tender shall be issued at SFD's discretion, with no fixed timeline. No additional fees or costs shall be payable to the Consultant as a result of the timing of the contractor tender.

### **Stage 2: Construction Supervision**

Stage 2 shall be remunerated on a time-rate basis, payable monthly in arrears against approved hours, approved timesheets, approved reimbursable expenses, and submitted reports, in accordance with the Terms of Reference.

Stage 2 shall commence only upon execution of the construction contract with the selected Contractor and issuance by the Client of a written Notice to Proceed. No fees, costs, or other amounts relating to Stage 2 shall accrue or become payable before the effective date stated in that notice.

### **Retention:**

The deduction of 5% from the outstanding amounts

## **VII. SERVICES AND FACILITIES PROVIDED BY THE CLIENT/Consultant**

A) The Client will provide the following inputs:

- Provide the Consultant with access to all relevant reports, studies and other documents, required to carry out project implementation in English.
- Facilitate to the extent possible, in entering the country, and accessing the visas;
- Facilitate organizing meetings and discussions with concerned stakeholders, beneficiaries and local authorities upon the request of the Consultant;

- Supporting the Consultant with the necessary Project related approvals and clearances from the relevant authorities in Republic of Mauritania.

#### B) Services and Facilities to be Provided by the Consultant

The Consultant shall be responsible, at his own cost, for providing the following facilities and services:

- Suitable living accommodation for the Consultant's key personnel in the Project Area, including accommodation for the Project Director and Mission Leader, as required for the performance of the assignment.
- Not less than two 4x4 vehicles, including operation and maintenance expenses, insurance, fuel, and drivers.
- Furnished and equipped office space in the Project Area during the construction phase. The area of each office shall not be less than fifteen square meters.
- All insurance expenses are required for accommodation facilities, vehicles, offices, furniture, and equipment.
- Site offices shall be provided by the Contractors.
- Upon completion of the assignment, the Consultant shall hand over to the Client, free of charge, all equipment purchased under the Project, in accordance with procedures to be agreed with the Client/SFD.

### **VIII. WORK ORGANIZATION**

The Consultant shall establish the required office arrangements in the Project Area, as specified in the Scope of Work.

The Project Director shall be based at the location agreed with the Client and shall be responsible for coordinating all activities of the Consultant under the assignment. The Project Director shall regularly visit the construction sites to supervise and monitor the progress, quality, and overall implementation of the construction works.

The Mission Leader shall be based in the Project Area and shall be responsible for coordinating the work of the technical supervision engineers and other specialists assigned by the Consultant to the subprojects.

The technical supervision engineers shall be present at the construction sites and shall directly supervise the construction works. They shall coordinate, as required, with the contractors' personnel, the Client's representatives, and the relevant local authorities.

Other specialists of the Consultant shall visit the construction sites as needed, or upon request by the Client, in accordance with the requirements of the assignment.

The Consultant shall ensure that all personnel assigned to the assignment possess the required qualifications, experience, and availability necessary to perform their respective duties.

The approval and replacement of the Consultant's key personnel and specialists shall be subject to the Client's prior approval and shall be carried out in accordance with the Contract.

The Consultant shall be accountable to the Client's Coordinator and Project Engineer for the proper coordination and implementation of the assignment. Such accountability shall not relieve the Consultant of any responsibility or obligation assumed under the Contract

## **IX. COMPOSITION OF EXPERTS AND THEIR TIME CONTRIBUTION**

The Consultant must ensure that qualified personnel are available to carry out the assignment. The expert team should be composed of both experts with international experience and local experts. The consultant should ensure the minimum presence of the following key experts.

The experts' time contribution is indicative and is used to estimate the approximate labor costs of the Consultant.

| <b>No.</b> | <b>List of experts (Key personnel)</b>      | <b>Person-month</b> |
|------------|---------------------------------------------|---------------------|
| 1          | Project Director                            | 24                  |
| 2          | Mission Leader (Civil or Hydraulic)         | 24                  |
| 3          | Hydraulic Engineer                          | 23                  |
| 4          | Civil Engineer                              | 23                  |
| 5          | Supervisor                                  | 23                  |
|            | Total Key Experts                           | 117                 |
| <b>No.</b> | <b>List of experts (Non-Key personnel)</b>  | <b>Person-month</b> |
| 1          | Construction technician                     | 20                  |
| 2          | Construction technician                     | 20                  |
| 3          | Health, Safety and Environmental technician | 20                  |
| 4          | Technician Drilling                         | 12                  |
| 5          | Technician Drilling                         | 12                  |
|            | Total Mandatory Non-Key Experts             | 84                  |

## **X. QUALIFICATION REQUIREMENTS**

**Refer to data sheet clause 21.1**

### **Key personnel:**

The key personnel of the company must have the listed skills and qualifications to ensure the quality of the work and the results of this project:

### **1 Project Director – 20 points**

#### **Education-**

Bachelor's degree in civil engineering (water resources), hydraulic engineering or relevant discipline and professionally qualified (Master is preferred).

Having affiliation with international accreditation agencies is preferred.

**General experience**

A minimum of 15 years of total work experience

**Specific experience:**

- 10 years' experience in engineering planning, design, construction, operation, and management of water supply and sanitation infrastructure projects.
- Experience as a Project Director or Team Leader on at least 2 previous projects in in scale and scope, with specific experience in construction supervision.
- Proficiency in English is required, with excellent oral and written communication skills. Knowledge of any widely spoken local language is highly preferable. The role requires the ability to document completed work tasks, provide project status reports, and prepare final engineering analysis reports for clients in English.
- Experience in Saudi program for drilling water is preferred

**2. Mission Leader / Resident Engineer - 15 points****Education-**

Bachelor's degree in construction engineering related to irrigation water infrastructure or in civil / hydraulic engineering or relevant discipline.

**General experience**

A minimum of 10 years of total work experience

**Specific experience:**

- 5 years' experience in construction supervision of water supply infrastructure projects.
- Experience as a Mission Leader or Resident Engineer on at least 2 previous projects in scale and scope.
- Preferred experience in carrying out technical supervision in the Islamic Republic of Mauritania or in the neighbouring countries and excellent knowledge of local regulations and building legislation standards.
- Fluency in English is required.

**3. Civil Engineer - 10 points:****Education**

Bachelor's degree in civil engineering or relevant discipline.

**General experience**

A minimum of 8 years of total experience.

**Specific experience:**

- 4 years of experience in water supply projects, or similar infrastructure projects
- Experience in design review and construction supervision of water supply infrastructure projects.
- Participation in at least 2 similar projects where they held similar functions.
- Preferably in Mauritania or neighboring countries
- Fluency in English is required.

**1. Hydraulic engineer – 10 points:****Education**

Bachelor's degree in civil / hydraulic engineering or relevant discipline.

**General experience**

A minimum of 8 years of total experience.

**Specific experience:**

- Minimum 4 years' experience on the design of water distribution networks and pumping systems
- Experience in design review and construction supervision of water supply infrastructure projects.
- Participation in at least 2 similar projects where they held similar functions.
- Preferably in Mauritania or neighboring countries
- Fluency in English is required

**6. Supervisor – 10 points:****Education**

Diploma in civil engineering or related field. Bachelor's degree is added advantage.

**General experience:**

A minimum of 7 years of total experience.

**Specific experience:**

- Minimum 3 years of experience in construction supervision of water supply infrastructure projects, including groundwater abstraction, water wells, reservoirs, storage tanks, and transmission and distribution pipe networks.
- Participation in at least two similar projects in which the candidate performed similar functions.
- Previous experience in Mauritania or neighboring countries is preferred.

**9. Support staff**

The Consultant must have a sufficient number of support staff during the execution of the contract (translator, secretary, office manager, financial manager/accountant, driver, etc.)

## 10. Qualification Criteria

| No.                                            | Requirements                       | Criteria                                            | Max Score | Min Score | Comments                                                                    |
|------------------------------------------------|------------------------------------|-----------------------------------------------------|-----------|-----------|-----------------------------------------------------------------------------|
| A. Experience of Firm (Total Score = 20)       |                                    |                                                     |           |           |                                                                             |
| 1.                                             | Firm Capability                    | At least 10 Years’ Experience of the company        | 10        | 6         | Disqualified if below 10 years’ experience                                  |
|                                                |                                    | Experience in similar projects in the last 10 years | 10        | 6         | Disqualified if below 2 projects                                            |
| Sub-Total For (part A)                         |                                    |                                                     | 20        | 12        | Disqualified if the total score is below 12                                 |
|                                                |                                    |                                                     |           |           |                                                                             |
| B. Approach and Methodology (Total Score = 15) |                                    |                                                     |           |           |                                                                             |
| 1.                                             | Technical approach and methodology |                                                     | 6         | 3         | Preferred at least, the approach and methodology should be determined       |
| Sub Total                                      |                                    |                                                     | 6         | 3         | Disqualified if the total score is below 3                                  |
| 2.                                             | Work plan                          | Activity Description                                | 3         | 2         | Preferred at least, the project activities should be described              |
|                                                |                                    | Understanding                                       | 3         | 2         | Preferred at least, the method of project execution should be comprehensive |
| Sub Total                                      |                                    |                                                     | 6         | 4         | Disqualified if the total score is below 4                                  |
| 3.                                             | Organization and staffing          |                                                     | 3         | 1         | Preferred clear organizational structure breakdown for the company          |
| Sub Total                                      |                                    |                                                     | 3         | 1         | Disqualified if the total score is below 1                                  |
| Sub-Total For (part B)                         |                                    |                                                     | 15        | 8         | Disqualified if the total score is below 8                                  |
|                                                |                                    |                                                     |           |           |                                                                             |
| C. Qualification (Staff Capabilities)          |                                    |                                                     |           |           |                                                                             |

|           |                                    |                                                                                                                                                                                                         |    |    |                                                                                                                                  |
|-----------|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|----|----------------------------------------------------------------------------------------------------------------------------------|
| 1.        | Project Director                   | Master or bachelor’s degree                                                                                                                                                                             | 3  | 2  | Disqualified if below bachelor’s degree                                                                                          |
|           |                                    | At least 15 Years’ Experience                                                                                                                                                                           | 4  | 3  | Disqualified if below 15 years’ experience                                                                                       |
|           |                                    | 10 years in engineering planning, design, construction, operation, and management of hydraulic structures.                                                                                              | 4  | 4  | Disqualified if below 10 years in engineering planning, design, construction, operation, and management of hydraulic structures. |
|           |                                    | Working as Project Director or Team Leader in at least completed similar Projects and experience in construction supervision.                                                                           | 6  | 4  | Disqualified if below 2 Completed Projects and experience in construction supervision.                                           |
|           |                                    | English Language                                                                                                                                                                                        | 1  | 1  | Disqualified if not speaking, reading, or writing in English Language                                                            |
|           |                                    | Experience in Saudi program for drilling water in Africa                                                                                                                                                | 1  | 0  | Preferred                                                                                                                        |
| Sub Total |                                    |                                                                                                                                                                                                         | 20 | 14 | Disqualified if the total score is below 14                                                                                      |
| 2.        | Mission Leader / Resident Engineer | Master or bachelor’s degree                                                                                                                                                                             | 3  | 2  | Disqualified if below bachelor’s degree                                                                                          |
|           |                                    | At least 10 Years’ Experience                                                                                                                                                                           | 3  | 3  | Disqualified if below 10 years’ experience                                                                                       |
|           |                                    | 5 years' experience in construction supervision of water supply infrastructure projects                                                                                                                 | 4  | 2  | Disqualified if below 5 years’ experience in construction supervision of water supply infrastructure projects                    |
|           |                                    | Working as Mission Leader or Resident Engineer in at least completed similar Projects                                                                                                                   | 6  | 4  | Disqualified if not working as RE or ML in 2 Completed Projects                                                                  |
|           |                                    | Experience in carrying out technical supervision in the Islamic Republic of Mauretania or in the neighboring countries and excellent knowledge of local regulations and building legislation standards. | 1  | 0  | Preferred                                                                                                                        |
|           |                                    | English Language                                                                                                                                                                                        | 1  | 1  | Disqualified if not speaking, reading, or writing in English Language                                                            |
| Sub Total |                                    |                                                                                                                                                                                                         | 15 | 12 | Disqualified if the total score is below 12                                                                                      |
| 3.        | Civil Engineer                     | Minimum of bachelor’s degree in engineering fields                                                                                                                                                      | 3  | 3  | Disqualified if below bachelor’s degree                                                                                          |

|           |                    |                                                                                                                                                                                                                                |    |   |                                                                                                                        |
|-----------|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|---|------------------------------------------------------------------------------------------------------------------------|
|           |                    | At Least 8 Years of Experience                                                                                                                                                                                                 | 2  | 2 | Disqualified if below 8 years' experience                                                                              |
|           |                    | At least 4 years of experience in water supply projects, or similar infrastructure projects                                                                                                                                    | 2  | 1 | Disqualified if below 4 years in engineering in in water supply projects, or similar infrastructure projects           |
|           |                    | Working as CE in at least 2 similar projects where they held similar functions                                                                                                                                                 | 2  | 1 | Disqualified if not working as CE in 2 Completed Projects                                                              |
|           |                    | English Language                                                                                                                                                                                                               | 1  | 1 | Disqualified if not speaking, reading, or writing in English Language                                                  |
| Sub Total |                    |                                                                                                                                                                                                                                | 10 | 8 | Disqualified if the total score is below 8                                                                             |
| 4.        | Hydraulic Engineer | Minimum of bachelor's degree in engineering fields                                                                                                                                                                             | 2  | 2 | Disqualified if below bachelor's degree                                                                                |
|           |                    | Minimum 4 years' experience on the design of water distribution networks and pumping systems                                                                                                                                   | 4  | 2 | Disqualified if below 4 years in engineering in water supply projects, or similar infrastructure projects              |
|           |                    | Participation in at least 2 similar projects where they held similar functions                                                                                                                                                 | 2  | 2 | Disqualified if not working as HE in 2 Completed Projects                                                              |
|           |                    | A minimum of 8 years of total experience.                                                                                                                                                                                      | 2  | 2 | Disqualified if below 8 years' experience                                                                              |
| Sub Total |                    |                                                                                                                                                                                                                                | 10 | 8 | Disqualified if the total score is below 8                                                                             |
| 5.        | Supervisor         | Diploma or Bachelor's degree                                                                                                                                                                                                   | 2  | 1 | Disqualified if below Diploma in engineering filed                                                                     |
|           |                    | At least 7 Years of Experience                                                                                                                                                                                                 | 3  | 3 | Disqualified if have below 7 years' experience                                                                         |
|           |                    | Minimum 3 years of experience in construction supervision of water supply infrastructure projects, including groundwater abstraction, water wells, reservoirs, storage tanks, and transmission and distribution pipe networks. | 2  | 2 | Disqualified if below 3 years in construction supervision of water supply projects, or similar infrastructure projects |
|           |                    | Excellent knowledge of local norms and calculations of construction and standards                                                                                                                                              | 1  | 0 | Preferred                                                                                                              |
|           |                    | Participation in at least two similar projects in which the candidate performed similar functions.                                                                                                                             | 2  | 2 | Disqualified if not working as Supervisor or similar position in 2 Completed Projects                                  |

|                                               |            |           |                                                    |
|-----------------------------------------------|------------|-----------|----------------------------------------------------|
| <b>Sub Total</b>                              | <b>10</b>  | <b>8</b>  | <b>Disqualified if the total score is below 8</b>  |
| <b>Field Team</b>                             |            |           |                                                    |
| <b>Sub-Total For (part C)</b>                 | <b>65</b>  | <b>50</b> | <b>Disqualified if the total score is below 50</b> |
|                                               |            |           |                                                    |
| <b>Sub-Total For (part A &amp; B &amp; C)</b> | <b>100</b> | <b>70</b> | <b>Disqualified if the total score is below 70</b> |

## PART II – Conditions of Contract and Contract Forms

### Section 8. Conditions of Contract and Contract Forms

#### Foreword

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

These standard Contract templates are to be used for the consulting services assignments estimated to cost **ID 100,000** equivalent or more (1 ID or Islamic Dinar = 1 SDR or Special Drawing Right), unless otherwise approved by SFD.

TIME-BASED FORM OF CONTRACT  
**STANDARD FORM OF CONTRACT**

**Consultant's  
Services**

TIME-BASED FORM OF CONTRACT

## Contents

|                                                                            |                                     |
|----------------------------------------------------------------------------|-------------------------------------|
| Preface .....                                                              | <b>Error! Bookmark not defined.</b> |
| Form of Contract.....                                                      | 81                                  |
| I. General Conditions of Contract .....                                    | 83                                  |
| A. General Provisions .....                                                | 83                                  |
| 1. Definitions.....                                                        | 83                                  |
| 2. Relationship between the Parties.....                                   | 84                                  |
| 3. Law Governing Contract.....                                             | 84                                  |
| 4. Language.....                                                           | 85                                  |
| 5. Headings .....                                                          | 85                                  |
| 6. Communications .....                                                    | 85                                  |
| 7. Location .....                                                          | 85                                  |
| 8. Authority of Member in Charge.....                                      | 85                                  |
| 9. Authorized Representatives .....                                        | 85                                  |
| 10. Corrupt and Fraudulent Practices.....                                  | 85                                  |
| B. Commencement, Completion, Modification and Termination of Contract..... | 86                                  |
| 11. Effectiveness of Contract.....                                         | 86                                  |
| 12. Termination of Contract for Failure to Become Effective.....           | 86                                  |
| 13. Commencement of Services .....                                         | 86                                  |
| 14. Expiration of Contract.....                                            | 86                                  |
| 15. Entire Agreement.....                                                  | 86                                  |
| 16. Modifications or Variations.....                                       | 86                                  |
| 17. Force Majeure.....                                                     | 86                                  |
| 18. Suspension.....                                                        | 88                                  |
| 19. Termination.....                                                       | 88                                  |
| C. Obligations of the Consultant.....                                      | 90                                  |
| 20. General.....                                                           | 90                                  |
| 21. Conflict of Interests.....                                             | 90                                  |
| 22. Confidentiality.....                                                   | 91                                  |
| 23. Liability of the Consultant.....                                       | 92                                  |
| 24. Insurance to be Taken out by the Consultant .....                      | 92                                  |
| 25. Accounting, Inspection and Auditing.....                               | 92                                  |
| 26. Reporting Obligations .....                                            | 92                                  |
| 27. Proprietary Rights of the Client in Reports and Records .....          | 92                                  |
| 28. Equipment, Vehicles and Materials.....                                 | 93                                  |
| D. Consultant's Experts and Sub-Consultants .....                          | 93                                  |
| 29. Description of Key Experts .....                                       | 93                                  |
| 30. Replacement of Key Experts .....                                       | 94                                  |
| 31. Approval of Additional Key Experts.....                                | 94                                  |
| 32. Removal of Experts or Sub-consultants.....                             | 94                                  |
| 33. Replacement/ Removal of Experts – Impact on Payments.....              | 94                                  |
| 34. Working Hours, Overtime, Leave, etc.....                               | 94                                  |
| E. Obligations of the Client.....                                          | 95                                  |
| 35. Assistance and Exemptions .....                                        | 95                                  |
| 36. Access to Project Site.....                                            | 96                                  |
| 37. Change in the Applicable Law Related to Taxes and Duties.....          | 96                                  |

|      |                                                                     |                                     |
|------|---------------------------------------------------------------------|-------------------------------------|
| 38.  | Services, Facilities and Property of the Client.....                | 96                                  |
| 39.  | Counterpart Personnel .....                                         | 96                                  |
| 40.  | Payment Obligation .....                                            | 97                                  |
| F.   | Payments to the Consultant.....                                     | 97                                  |
| 41.  | Ceiling Amount.....                                                 | 97                                  |
| 42.  | Remuneration and Reimbursable Expenses.....                         | 97                                  |
| 43.  | Taxes and Duties .....                                              | 98                                  |
| 44.  | Currency of Payment.....                                            | 98                                  |
| 45.  | Mode of Billing and Payment.....                                    | 98                                  |
| 46.  | Penalty on Delayed Payments .....                                   | 99                                  |
| G.   | Fairness and Good Faith.....                                        | 99                                  |
| 47.  | Good Faith .....                                                    | 99                                  |
| H.   | Settlement of Disputes .....                                        | 100                                 |
| 48.  | Amicable Settlement.....                                            | 100                                 |
| 49.  | Dispute Resolution .....                                            | 100                                 |
| I.   | Eligibility.....                                                    | 100                                 |
| 50.  | Eligibility .....                                                   | 100                                 |
|      | Attachment 1: SFD's Policy – Corrupt and Fraudulent Practices ..... | 101                                 |
| II.  | Special Conditions of Contract.....                                 | 103                                 |
| III. | Appendices .....                                                    | 107                                 |
|      | Appendix A – Terms of Reference.....                                | 107                                 |
|      | Appendix B - Key Experts.....                                       | 107                                 |
|      | Appendix C – Remuneration Cost Estimates .....                      | 108                                 |
|      | Appendix D – [ <i>Reimbursable Expenses</i> ] Cost Estimates.....   | 111                                 |
|      | Appendix E - Form of Advance Payments Guarantee .....               | <b>Error! Bookmark not defined.</b> |
|      | Appendix F - Code of Conduct (ESHS).....                            | 112                                 |

## CONTRACT FOR CONSULTANT'S SERVICES Time-Based

**Project Name** \_\_\_\_\_

**Financing No.** \_\_\_\_\_

**Assignment Title:** \_\_\_\_\_

**Contract No.** \_\_\_\_\_

**between**

\_\_\_\_\_  
[Name of the Client]

**and**

\_\_\_\_\_  
[Name of the Consultant]

**Dated:** \_\_\_\_\_



## Form of Contract

### TIME-BASED

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

This CONTRACT (hereinafter called the “Contract”) is made the [number] day of the month of [month], [year], between, on the one hand, [name of Beneficiary] [**Note:** For non-concessional Islamic Financing (such as Istisna'a and Installment Sale), please add the following after the name of the Beneficiary "[...] acting for and on behalf of the Saudi Development Fund, an international financial institution established pursuant to articles of agreements signed/ratified by its member countries, having its headquarters in Jeddah, Kingdom of Saudi Arabia] (hereinafter called the “Client”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

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

[**Note:** For each Consultant, add the legal status and country of incorporation as well as address]

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.
- (c) the Client has received a grant from the Saudi Development Fund: toward the cost of the Services and intends to apply a portion of the proceeds of this financing to eligible payments under this Contract, it being understood that (i) payments by SFD will be made only at the request of the Client and upon approval by SFD; (ii) such payments will be subject, in all respects, to the terms and conditions of the financing agreement;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract (including Attachment 1 “Bank Policy – Corrupt and Fraudulent Practices);
  - (b) The Special Conditions of Contract;

(c) Appendices:

- Appendix A: Terms of Reference
- Appendix B: Key Experts
- Appendix C: Remuneration Cost Estimates
- Appendix D: *[Reimbursables]* Cost Estimates
- Appendix E: Form of Advance Payments Guarantee
- Appendix F Code of Conduct (ESHS)

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

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

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

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

---

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

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

---

*[Authorized Representative of the Consultant – name and signature]*

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

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

*[Name of the lead member]*

---

*[Authorized Representative on behalf of a Joint Venture]*

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

## I. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Guidelines” means “means the policies of the Arab Coordinating Group governing the selection and Contract award process as set for thin this RFP.
- (b) .
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (d) “SFD” means the Saudi Development Fund.
- (e) “Beneficiary” means the Government, Government agency or other entity that signs the financing agreement with SFD.
- (f) “Client” means the executing agency that signs the Contract for the Services with the Selected Consultant.
- (g) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (h) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (i) “Day” means a working day unless indicated otherwise.
- (j) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (l) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (m) “GCC” means these General Conditions of Contract.
- (n) “Government” means the government of the Client’s country.

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

## **2. Relationship between the Parties**

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

## **3. Law Governing Contract**

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

- 4. Language** 4.1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.
- 10. Corrupt and Fraudulent Practices** 10.1. SFD requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in **Attachment 1** to the GCC.
- a. Commissions and Fees** 10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by SFD.

## **B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

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

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

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

**b. No Breach of Contract**

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

**c. Measures to be Taken**

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

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

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

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

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

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 & 49.

**18. Suspension**

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

**19. Termination**

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

**a. By the Client**

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption, as defined in paragraph 1.38 a of the Attachement 1 to the GCC, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

- b. By the Consultant**
- 19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.
- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
  - (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
  - (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
  - (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.
- c. Cessation of Rights and Obligations**
- 19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.
- d. Cessation of Services**
- 19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
- e. Payment upon Termination**
- 19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and [reimbursable]

expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;

- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

## C. OBLIGATIONS OF THE CONSULTANT

### 20. General

#### a. Standard of Performance

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

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

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

#### b. Law Applicable to Services

20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when as a matter of law or official regulations, the Beneficiary's country prohibits commercial relations with that country.

20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

### 21. Conflict of Interests

21.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

- |                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>a. Consultant Not to Benefit from Commissions, Discounts, etc.</b></p>   | <p>21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.</p> <p>21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with SFD's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.</p> |
| <p><b>b. Consultant and Affiliates Not to Engage in Certain Activities</b></p> | <p>21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <p><b>c. Prohibition of Conflicting Activities</b></p>                         | <p>21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <p><b>d. Strict Duty to Disclose Conflicting Activities</b></p>                | <p>21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
- 
- |                                   |                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>22. Confidentiality</b></p> | <p>22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.</p> |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>23. Liability of the Consultant</b>                             | <p>23.1 Subject to additional provisions, if any, set forth in the <b>SCC</b>, the Consultant's liability under this Contract shall be as determined under the Applicable Law.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>24. Insurance to be Taken out by the Consultant</b>             | <p>24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the <b>SCC</b>, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>25. Accounting, Inspection and Auditing</b>                     | <p>25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.</p> <p>25.2 Pursuant to paragraph 1.38 e. of Appendix to the General Conditions the Consultant shall permit and shall cause its Sub-consultants and its Sub-contractors to permit, SFD and/or persons appointed by SFD to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by SFD if requested by SFD. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of SFD's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under SFD's prevailing sanctions procedures.)</p> |
| <b>26. Reporting Obligations</b>                                   | <p>26.1 The Consultant shall submit to the Client the reports and documents specified in <b>Appendix A</b>, in the form, in the numbers and within the time periods set forth in the said Appendix.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>27. Proprietary Rights of the Client in Reports and Records</b> | <p>27.1 Unless otherwise indicated in the <b>SCC</b>, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.</p> <p>27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval</p>                                                       |

to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

## **28. Equipment, Vehicles and Materials**

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

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

## **D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**

### **29. Description of Key Experts**

29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

29.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.2.

29.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment.

29.4 Resident Project Manager. If required in the **SCC**, the Consultants shall ensure that at all times during the Consultants' performance of the Services in the Beneficiary's country a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

- 30. Replacement of Key Experts**
- 30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
- 31. Approval of Additional Key Experts**
- 31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.
- 31.2 The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.
- 32. Removal of Experts or Sub-consultants**
- 32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.
- 32.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 33. Replacement/ Removal of Experts – Impact on Payments**
- 33.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.
- 34. Working Hours, Overtime, Leave, etc.**
- 34.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the

Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Appendix B**.

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

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

## **E. OBLIGATIONS OF THE CLIENT**

### **35. Assistance and Exemptions**

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

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

- (f) Provide to the Consultant any such other assistance as may be specified in the SCC.

**36. Access to Project Site**

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

**37. Change in the Applicable Law Related to Taxes and Duties**

37.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1

**38. Services, Facilities and Property of the Client**

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

38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.

**39. Counterpart Personnel**

39.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the

Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

#### **40. Payment Obligation**

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

### **F. PAYMENTS TO THE CONSULTANT**

#### **41. Ceiling Amount**

41.1 An estimate of the cost of the Services is set forth in **Appendix C** (Remuneration) and **Appendix D** (*[Reimbursable expenses]*).

41.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.

41.3 For any payments in excess of the ceilings specified in GCC41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

#### **42. Remuneration and Reimbursable Expenses**

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

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

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

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

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

- 43. Taxes and Duties**
- 43.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.
- 43.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
- 44. Currency of Payment**
- 44.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.
- 45. Mode of Billing and Payment**
- 45.1 Billings and payments in respect of the Services shall be made as follows:
- (a) Advance payment: Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee(i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully setoff.
  - (b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration reimbursable expenses separately.
  - (c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.

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

#### **46. Penalty on Delayed Payments**

46.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 45.1 (c), penalty shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the amount stated in the **SCC**.

### **G. FAIRNESS AND GOOD FAITH**

#### **47. Good Faith**

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

47.2 Operation of the Contract. The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any

action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GCC 48 hereof.

## **H. SETTLEMENT OF DISPUTES**

### **48. Amicable Settlement**

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

48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.

### **49. Dispute Resolution**

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

## **I. ELIGIBILITY**

### **50. Eligibility**

50.1 Compliance with SFD's eligibility policy is required throughout the Contract's execution.

## II. General Conditions

### ATTACHMENT 1: SFD’S POLICY – CORRUPT AND FRAUDULENT PRACTICES

Guidelines for Procurement of Consultant Services under Saudi Development Fund Project Financing, April 2019

#### **Fraud and Corruption:**

1.38 It is SFD policy to require that Beneficiaries as well as Consultant Firms and Individual Consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, and any personnel thereof, to observe the highest standard of ethics during the selection and execution of SFD financed contracts<sup>3</sup>. In pursuance of this policy, the requirements of *SFD Group Anti-Corruption Guidelines on Preventing and Combating Fraud and Corruption in SFD Group-Financed Projects and Cross Debarment Agreement* shall be observed at all times. SFD:

- a) Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and
  - v. “obstructive practice” is deliberately destroying, falsifying, altering, or concealing of evidence material to an investigation or making false statements to investigators in order to materially impede an SFD investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of SFD inspection and audit rights provided for under Paragraph 1.38(e) below.
- b) Will reject a Proposal for award if it determines that the Consultant recommended for award, or any of its personnel, or its agents, or its sub-Consultants, sub-contractors, service providers, Suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

---

<sup>3</sup> In this context, any action taken by a Contractor or Consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.

- c) Will declare mis procurement and cancel the portion of the Project Financing allocated to a contract if it determines at any time that representatives of the Beneficiary or of a recipient of any part of the proceeds of SFD Project Financing were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Beneficiary having taken timely and appropriate action, satisfactory to SFD, to address such practices when they occur, including by failing to inform SFD in a timely manner at the time they knew of the practices;
- d) Will sanction a Firm or an individual, at any time, in accordance with prevailing SFD sanctions procedures<sup>4</sup>, including by publicly declaring such Firm or individual ineligible, either indefinitely or for a stated period of time:
  - i. to be awarded a SFD financed contract; and
  - ii. to be a nominated sub-contractor, Consultant, sub-Consultant, Supplier, or service provider of an otherwise eligible Firm being awarded a SFD-financed contract; and
- e) Will require that a clause be included in the RFP and in contracts financed by SFD requiring Consultants, and their agents, personnel, sub-consultants, sub-contractors, service providers, or Suppliers, to permit SFD to inspect all accounts, records, and other documents relating to the submission of Proposals and contract performance, and to have them audited by auditors appointed by SFD.

## II. Special Conditions of Contract

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1(b) and 3.1      | <b>The Contract shall be construed in accordance with the law of The Islamic Republic of Mauritania.</b>                                                                                                                                                                                                                                                                                                                                                             |
| 4.1                 | <b>The language is:</b> English.                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 6.1 and 6.2         | <p><b>The addresses are:</b></p> <p>Client: Islamic Republic of Mauritania<br/> Attention:<br/> E-mail:</p> <p>Consultant: _____<br/> _____<br/> Attention: _____<br/> Facsimile: _____<br/> E-mail (where permitted): _____</p> <p>Notice will be deemed to be effective as follows:<br/> (a) in the case of personal delivery or registered mail, on delivery;<br/> (b) in the case of Emails, from 9:00 to 18:00 local hours following confirmed transmission</p> |
| 8.1                 | <p><i>[Note: If the Consultant consists only of one entity, state "N/A"; OR<br/> If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]</i></p> <p><b>The Lead Member on behalf of the JV is</b> _____<br/> _____ [insert name of the member]</p>                                                                                                 |
| 9.1                 | <p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b></p> <p><b>For the Consultant:</b> [name, title] _____</p>                                                                                                                                                                                                                                                                                                                                |
| 11.1                | This Contract comes into force immediately after signing by duly authorized representatives of The Islamic Republic of Mauritania and the Consulting Engineer.                                                                                                                                                                                                                                                                                                       |
| 12.1                | <p><b>Termination of Contract for Failure to Become Effective:</b></p> <p><b>The time period shall be 2 (two) months</b></p>                                                                                                                                                                                                                                                                                                                                         |

|       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|       | <p><b>Postponement and Termination</b></p> <p>By Notice of the Client may by written notice to the Consulting Engineer at any time give prior notice of his intention to omit any part of the Services or to abandon the Services in whole or the remaining part thereof and terminate this Agreement. Unless otherwise agreed between the parties, the effective date of termination of this Agreement shall not be less than sixty (60) days after receipt of such notice. But the Consulting Engineer shall upon receipt of such notice take immediate steps to bring the Services to a close and to reduce expenditure to a minimum</p>                                                                                                                                                                                             |
| 13.1  | <p><b>Commencement of Services:</b></p> <p>The Consultant shall commence the Services within 10 (ten) working days after the Effective Date and upon notification by the Client. Confirmation of the Key Experts' availability to commence the Assignment shall be submitted to the Client in writing in the form of a written statement signed by each Key Expert.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 14.1  | <p><b>Expiration of Contract:</b></p> <p>The time period shall be ...</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 21 b. | <p><b>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</b></p> <p>Yes</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 23.1  | <p><b>No additional provisions.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 24.1  | <p><b>The insurance coverage against the risks shall be as follows:</b></p> <p>(a) <b>Professional liability insurance, with a minimum coverage of 100 % of Contract sum.</b></p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of 200,000 US\$;</p> <p>(c) Third Party liability insurance, with a minimum coverage of 200,000 US\$;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> |

|                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                   | (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>27.1</b>                                       | No additional provisions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>27.2</b>                                       | The Consultant shall not use these <i>documents (Deliverables under this contract)</i> for purposes unrelated to this Contract without the prior written approval of the Client.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>29.4</b>                                       | No additional provisions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>32.4 Removal of Experts or Sub-consultants</b> | "Key Experts, Non-Key Experts or Subconsultants who are found to be in breach of the Consultant's Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender-based violence, illicit activity or crime) shall be replaced by the Consultant, or at the Client's written request."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>35.1 (a) through (e)</b>                       | No additional provisions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>35.1(f)</b>                                    | NA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>41.2</b>                                       | The ceiling in United States Dollars (USD) is ... exclusive of local direct and indirect taxes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>42.3</b>                                       | Price adjustment on remuneration does not apply. Remuneration rates are fixed for the Contract duration unless the Parties approve a written amendment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>43.1 and 43.2</b>                              | <p>Under the Memorandum of Understanding (MOU) between the Saudi Fund for Development and the Government of The Islamic Republic of Mauritania the latter provides exemptions of taxes and levies and assistance to the Consultant and his Sub-Contractors.</p> <p>The Services under this Contract shall be carried out observing the above-mentioned document. With respect to the tax exemptions it is emphasized, however, that the mineral oil taxes and any Value Added Tax (VAT) on inputs which are purchased locally in the Islamic Republic of Mauritania are not exempted. The local water Authority will assist the Consultant Engineer in tax exemptions difficulties.</p> <p>In accordance with the rules stipulated in the MOU, SFD shall not reimburse any taxes, levies, and other charges imposed on the Consulting Engineer or his subcontractors by a Government Authority of Republic of Mauritania (except the exemptions stipulated above).</p> |

|         |                                                                                                                                                                                                                                                                                                                                                                                  |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         | For the avoidance of doubt, SFD financing does not cover the payment of taxes, duties, or any imposition of this nature                                                                                                                                                                                                                                                          |
| 44.1    | The currency of payment shall be the United States Dollar (USD)                                                                                                                                                                                                                                                                                                                  |
| 45.1(a) | <b>There will be no Advance Payment and no Offsetting of the Advance Payment</b>                                                                                                                                                                                                                                                                                                 |
| 45.1(b) | <b>The Consultant shall submit to the Client itemized statements at time intervals of “every month” and “every quarter”</b>                                                                                                                                                                                                                                                      |
| 45.1(e) | <b>The accounts are:</b><br><br>for foreign currency: <i>[insert account]</i> .<br>for local currency: <i>[insert account]</i> .                                                                                                                                                                                                                                                 |
| 46.1    | N/A                                                                                                                                                                                                                                                                                                                                                                              |
| 49      | <b>Disputes (Arbitration):</b><br>If any dispute, or controversy shall arise and cannot be settled amicably, the matter in dispute shall be referred to a Board of Arbitration composed of (3) arbitrators. One arbitrator shall be nominated by each party and the third arbitrator, who shall be the chairman of the Board of Arbitration, shall be appointed by both parties. |
|         | <b>Retention:</b><br>The deduction of 5% from the outstanding amounts                                                                                                                                                                                                                                                                                                            |
|         | <b>Delay Damages</b><br>In the event of delay in the delivery of any Deliverable, delay damages shall apply on a per-Deliverable basis in accordance with the Contract, subject to an overall cap of ten percent (10%) of the Contract Price.                                                                                                                                    |

### III. Appendices

#### APPENDIX A – TERMS OF REFERENCE

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

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

*If the Services consist of or include the supervision of civil works, the following action that require prior approval of the Client shall be added to the "Reporting Requirements" section of the TORs: Taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required.]*

#### APPENDIX B - KEY EXPERTS

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

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

## APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:

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

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

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

*Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract."*

---

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

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

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

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

1 Expressed as percentage of 1

2 Expressed as percentage of 4

\* If more than one currency, add a table

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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



**APPENDIX D – [REIMBURSABLE EXPENSES] COST ESTIMATES**

1. *{Insert the table with the [reimbursable expenses] rates. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-4] at the negotiations or state that none has been made.}*
2. All *[reimbursable expenses]* shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.

---

## **APPENDIX F - CODE OF CONDUCT (ESHS)**