



REPUBLIC OF GHANA

**MINISTRY
OF
ENERGY**

**REQUEST FOR PROPOSALS
FOR
SELECTION OF CONSULTANT [FIRM]**

**FOR THE DEVELOPMENT OF FRONT-END ENGINEERING
DESIGN [FEED] FOR NATURAL GAS DISTRIBUTION
PIPELINE NETWORK IN THE TEMA INDUSTRIAL ENCLAVE**

RFP No.: GR/MOEN/CS/QCBS/001/2023

Tender Issuance: 26th January, 2023

Tender Closing: 23rd February, 2023

Tender Opening: 23rd February, 2023

JANUARY 2023

Contents

SECTION I: LETTER OF INVITATION	4
SECTION II: INSTRUCTIONS TO CONSULTANTS AND DATA SHEET	5
DATA SHEET.....	25
SECTION III: TECHNICAL PROPOSAL FORMS	31
SECTION IV: FINANCIAL PROPOSAL FORMS	44
SECTION V: TERMS OF REFERENCE	52
SECTION VI. CONTRACT FORM.....	81
APPENDICES	121

Request for Proposals

RFP No: **GR/MOEN/CS/QCBS/001/2023**

Title of Consulting Services: **Development of Front-End Engineering Design [Feed] for Natural Gas Distribution Pipeline Network in the Tema Industrial Enclave**

Project Name: **Development of Front-End Engineering Design [Feed] for Natural Gas Distribution Pipeline Network in the Tema Industrial Enclave**

Procurement Entity: **Ministry of Energy**

Date: **26th January 2023**

Section I: Letter of Invitation

1. The Ministry of Energy intends to apply part of its Budgetary Support from the sector agencies towards the cost of the Development of Front-End Engineering Design [FEED] for Natural Gas Distribution Pipeline Network in the Tema Industrial Enclave to support its programme of work.
2. The Ministry now invites proposals from interested consultants to provide the following consulting services: The objective of the Front-End Engineering Design [FEED] is to develop the technical and commercial requirements for a low-pressure Gas Distribution Pipeline Network in the Tema Industrial Enclave to transport natural gas safely to identified consumers. More details on the services are provided in the attached Terms of Reference.
3. The RFP is open to interested eligible Consultants.
4. A Consultant will be selected under Quality and Cost Based Selection [QCBS] method, and procedures described in the RFP document and as set out in the Public Procurement Act 663, 2003 as amended Act 914 of 2016.
5. The RFP includes the following documents:
 - Section I - Letter of Invitation
 - Section II - Instructions to Consultants and Data Sheet
 - Section III - Technical Proposal Form
 - Section IV - Financial Proposal Form
 - Section V - Terms of Reference
 - Section VI - Forms of Contract
6. Further information can be obtained from the Procurement unit of the Ministry of Energy between **9:00 a.m. and 4:00 p.m.** each working day from **626th January 2023**.
7. Details of the proposal's submission date, time and address are provided in the **Data Sheet**.
8. Consultants who shall access this RFP via the websites: **<https://www.energymin.gov.gh>** or **<https://www.energycom.gov.gh>** should indicate their willingness in participating in the process by writing to the Procurement Unit via the email - **ebenezer.agyekum@energymin.gov.gh**. The subject of the Email should read: '**Participation in RFP**'*[Insert RFP No.]*.
9. Proposals must be delivered in a written form to the address below [in person] on or before **23rd February 2023** at 10:00 a.m. local time.

Section II: Instructions to Consultants and Data Sheet

Instructions to Consultants (ITC)

A. General Provisions

1. Definitions	(a)	"Applicable Law" means the laws and any other instruments having the force of law in the Republic of Ghana;
	(b)	"Bribery" means the offering, giving, receiving, or soliciting of something of value for the purpose of influencing the action of an official in the discharge of his or her public or legal duties;
	(c)	"Client" means Employer as identified in the Data Sheet;
	(d)	"Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract;
	(e)	"Collusive practice" means a scheme or arrangement between two or more Consultants, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
	(f)	"Confirmation" means acknowledgement in writing;
	(g)	"Consultant" means any entity or person that may provide or provides the Services to the Procurement Entity under the Contract;
	(h)	"Contract" means a legally binding written agreement signed between the Procurement Entity and the Consultant and includes all the attached documents listed in the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices;
	(i)	"Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in Contract execution, or the making of any payment to any third party, in connection with or in furtherance of this Contract, in violation of the Applicable Law;
	(j)	"Data Sheet" means such part of the Instructions to Consultants used to reflect specific assignment conditions;
	(k)	"Day" means calendar day;
	(l)	"Client" means the Procuring Entity that signs the Contract for the Services with the selected Consultant;

	(m)	"Experts" means, collectively, Key Experts and Non-Key Experts, of the Consultant, Sub-Consultant or Joint Venture member(s);
	(n)	"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 (footnote: <i>For the purpose of this sub-paragraph party refers to a public official; the term benefit and obligation relate to the selection process or contract execution; and the act or omission is intended to influence the selection process or contract execution</i>);
	(o)	"GCC" means the General Conditions of Contract;
	(p)	"Government" means the Government of the Republic of Ghana;
	(q)	"Instructions to Consultants (ITC)" (Section 2 of this RFP) means the document, including any amendments, which provides Consultants with all information needed to prepare their Proposals;
	(r)	"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;
	(s)	"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;
	(t)	"LOI" (this Section 1 of the RFP) means the Letter of Invitation sent by the Client to the shortlisted Consultants;
	(u)	"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;
	(v)	"Obstructive Practices" means deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede 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 inspection and audit rights.
	(w)	"Personnel" means key experts and non-key experts as well as support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof;
	(x)	"Proposal" means the Technical Proposal and the Financial Proposal of the Consultant;
	(y)	"RFP" means this Request for Proposal, prepared by the Client, based on the SRFP for the selection of Consultants;
	(z)	"SRFP" means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP;
	(aa)	"Services" means the assignments to be performed by the Consultant pursuant to the Contract;
	(ab)	"Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services;
	(ac)	"Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment;

2. Introduction	2.1	The Client named in the Data Sheet will select a Consultant among those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet and detailed in the edition of the Guidelines indicated in the Data Sheet .
	2.2	The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet for consulting services required for the assignment named in the Data Sheet . The Proposals will be the basis for contract negotiations and ultimately for a signed contract with the Selected Consultant.
	2.3	The assignment shall be implemented in accordance with the phasing indicated in the Data Sheet . When the assignment includes several phases, the performance of the Consultant under each phase must be to the Client's satisfaction before work begins on the next phase.
	2.4	The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and on the local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a

		pre-proposal conference if one is specified in the Data Sheet . Attending the pre-proposal conference is optional. The Consultants' representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
	2.5	The Client will provide the inputs specified in the Data Sheet , assist the Consultant in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
	2.6	Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
Conflicts of Interest	2.7	Consultants are required to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other Clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
	2.7.1	Without limitation on the generality of this rule, Consultants shall not be hired under the circumstances set forth below:
Conflicting Activities		a. A Consultant who has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, a person hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services related to the initial assignment (other than a continuation of the Consultant's earlier consulting services) for the same project.
Conflicting Assignments		b. A Consultant (including its Personnel 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 to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public

			assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.
		c.	A Consultant (including its Personnel and Sub-Consultants) that has a relationship, directly or through common third parties, with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) 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 the Client throughout the selection process and the execution of the Contract.
Potential Conflicts		d.	Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the 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.
Restriction for Public Employees		e.	No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or Client confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.
		f.	Any other types of conflicting relationships as stated in the Data Sheet
	2.7.2		As pointed out in para. 1.7.1 (a) above, Consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the Consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which Consultant will be hired for the purpose.
	2.7.3		Any previous or ongoing participation in relation to the assignment by the Consultants, its professional staff, or its affiliates or associates under a contract with any Procurement

		Entity of the Republic of Ghana may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Client before preparing the proposal.
	2.7.4	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 shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
Corrupt And Fraudulent Practices	2.8	It is the policy of the Government of the Republic of Ghana to require that Procurement Entities as well as Consultants under contracts, financed partially or wholly from the funds of the Republic of Ghana observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy;
		a. Rejection of Proposal - the appropriate Tender Committee will reject a proposal for award if it determines that the Consultant recommended for award has engaged in corrupt, fraudulent, collusive coercive or obstructive practices in competing for the contract in question;
		b. Debarment & Suspension - The Public Procurement Authority will suspend or sanction a Consultant in accordance with the Public Procurement Act, 2003 (Act 663), including declare a Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract financed from the public funds of the Republic of Ghana if it at any time determines that the Consultant has directly or through an agent engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
		c. Inspection of Accounts - The Public Procurement Authority will have the right to require that, in contracts financed from the public funds of Ghana, a provision be included requiring Consultants to permit the Public Procurement Authority to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Public Procurement Authority.
		The phrases "coercive practice," "collusive practice," "corrupt practice," "fraudulent practice" and "obstructive practice" shall have the meanings as defined in para. 1 (c), (d), (h), (u);
	2.9	Consultants, their Sub-Consultants and their associates shall not-be under a declaration of ineligibility or debarred for

		corrupt and fraudulent practices issued by the Public Procurement Authority in accordance with the above sub-Clause 2.8 (b).
	2.10	Consultants shall be aware of the provisions on fraud and corruption stated in the Contract under the clauses indicated in the Data Sheet

B. Preparation of Proposal

3.General Considerations	3.1	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.
Cost of Preparation of Proposal	3.2	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.
Language	3.3	The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in English, the official language of the Republic of Ghana.
Documents Comprising The Proposal	3.4	The Proposal shall comprise the documents and forms listed in the Data Sheet .
	3.5	If specified in the Data Sheet , the Consultant shall include a statement of an undertaking by the Consultant to observe, in competing for and executing a contract, the laws of Ghana against fraud and corruption (including bribery).
		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).
Only One Proposal	3.6	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 .
Proposal Validity	3.7	The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

	3.8	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.
	3.9	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 provisions of this ITC.
Extension of Validity Period	3.10	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 the Proposals' validity before the expiry.
	3.11	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.
		The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
Substitution of Key Experts at Validity Extension	3.12	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 still be based on the evaluation of the Curriculum Vitae of the original Key Expert.
		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.
Sub-Contracting	3.13	The Consultant shall not subcontract the whole of the Services.
4. Clarification and Amendment of RFP	4.1	The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the

		<p>Data Sheet. The Client will respond in writing, or by electronic means which provide a record of the content of communication, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described as follows:</p>
	4.2	<p>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 shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.</p> <p>If the Client convenes a meeting of Consultants, it shall prepare minutes of the meeting containing the requests submitted to the meeting for clarification of the request for proposal and its responses to those requests without identifying the sources of the requests</p> <p>The minutes shall be provided promptly before the deadline for submission of the proposals to the Consultants participating in the selection proceedings to enable them take the minutes into account in preparing their proposals.</p>
	4.3	<p>If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.</p>
	4.4	<p>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>
5. Qualification Criteria	5.1	<p>Evidence showing that the Consultant's liquid assets and access to credit facilities are adequate for this contract, confirmed by a financial statement for the last three (3) years verified by a Chartered Accountant.</p>
	5.2	<p>Evidence of relevant experience in the execution of assignments of a similar nature, including the nature and value of the relevant contracts, as well as assignments in hand and contractually committed. The evidence shall include successful experience as the prime Consultant in the execution of at least 3 projects of a similar nature and</p>

		complexity during the last 5 years. Preference will be given to Consultants with some experience in Ghana or any African country.
Litigation History	5.3	The Consultant shall provide accurate information on any current or past litigation or arbitration resulting from contracts completed, terminated, or under execution by him over the last seven (7) years. A consistent history of awards against the Consultant or existence of high value dispute, which may threaten the financial standing of the Consultant, may lead to the rejection of the proposal.
6. Preparation of Proposals – Specific Considerations	6.1	The time allowed for the Consultant to prepare its proposals shall be as specified in the Data Sheet
	6.2	Consultants are requested to submit a Proposal (Clause 2.2) written in the English Language.
	6.3	In preparing the Technical Proposal, Consultants are expected to examine the documents constituting the RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
	6.4	While preparing the Technical Proposal, Consultants must give particular attention to the following:
		<p>i. If a Consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual Consultant(s) and/or other Consultants or entities in a joint venture or sub-Consultancy, as appropriate. Consultants may associate with the other Consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the Client to enter into a joint venture with Consultants not invited for this assignment. Foreign Consultants are encouraged to seek the participation of local Consultants by entering into a joint venture with, or subcontracting part of the assignment to, national Consultants.</p>
		<p>ii. For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the Consultant. For fixed-budget-based assignments, the available budget is given in the Data Sheet and the Financial Proposal shall not exceed this budget.</p>

		iii.	It is desirable that the majority of the key professional staff proposed be permanent employees of the Consultant or have an extended and stable working relationship with it.
		iv.	Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet , preferably working under conditions similar to those prevailing in the Republic of Ghana.
		v.	Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
		vi.	Reports to be issued by the Consultants as part of this assignment must be in the English language. It is desirable that the Consultant's personnel have a working knowledge of the English language.
	6.5		The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):
		i.	The Technical Proposal shall be submitted in accordance with Form 3A .
		ii.	A brief description of the Consultant's organization and an outline of recent experience on assignments (Form 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff proposed, duration of the assignment, contract amount, and Consultant's involvement.
		iii.	The Consultant shall provide comprehensive references in accordance with Form 3C relating to previous assignments.
		iv.	Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Form 3D).
		v.	A description of the methodology and work plan for performing the assignment (Form 3E).
		vi.	The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Form 3F).
		vii.	CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Form 3G). Key information should include number of years spent working for the Consultant and degree of responsibility held in various assignments during the last 10 (ten) years.
		viii.	Estimates of the total staff input (professional and support staff; staff time) needed to carry out the

			assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Form 3H and Form 3I).
		ix.	A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
		x.	The Consultant should detail the likely adverse effects of the assignment on Health, Environmental, Social, Safety, Security and Sustainability issues and propose options that would enhance the viability of the assignment taking into account prevailing statutory, policy, regulations and other relevant data that may be provided by the Client.
		xi.	Any additional information requested in the Data Sheet
	6.6		The Technical Proposal shall not include any financial information.
7. Financial Proposal	7.1		In preparing the Financial Proposal, Consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4) and list all costs associated with the assignment, including:
		a.	remuneration for staff (foreign and local, in the field and at headquarters), and
		b.	reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment.
			All proposed items in the Technical Proposal should be priced. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.
	7.2		The Consultants may not use more than three foreign currencies. The Client may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet .
Price Adjustments	7.3		For assignments with a duration as specified in the Data Sheet , a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet ."
Taxes	7.4		The Financial Proposal should clearly estimate, as a separate amount, the Ghanaian taxes,(including VAT

		and NHIL), duties, fees, levies, and other charges imposed under the applicable law, on the Consultants, the Sub-Consultants, and their personnel unless the Data Sheet specifies otherwise.
Commissions and Gratuities	7.5	Consultants shall furnish information as described in the Financial Proposal Submission Form (4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the Consultant is awarded the contract.
Validity Period	7.6	The Data Sheet Clause 3.7 indicates how long the proposals must remain valid after the submission date. During this period the Consultant is expected to keep available the professional staff proposed for the assignment or a replacement of such staff subject to Clause 6.4 . The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Consultants who do not agree have the right not to extend the validity of their proposals in which case such Proposal will not be further evaluated.

C. Submission, Opening and Evaluation		
8.Submission of Proposals	8.1	The original proposal (Technical Proposal and, if required, Financial Proposal; see Clause 2.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the Consultant itself. Any such corrections must be initialled by the persons or person who sign(s) the proposals.
	8.2	An authorized representative of the Consultant initials all pages of the proposal. The representative's authorization is confirmed by a written power of attorney accompanying the proposal.
	8.3	For each proposal, the Consultants shall prepare the number of copies indicated in the Data Sheet . Each Technical Proposal and Financial Proposal shall be marked " ORIGINAL " or " COPY " as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.
	8.4	The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked " TECHNICAL PROPOSAL ," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked " FINANCIAL PROPOSAL " and warning: " DO NOT OPEN WITH THE TECHNICAL PROPOSAL. " Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked; " DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE. "
	8.5	The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet . Any proposal received after the deadline for submission of proposals shall be returned unopened.
	8.6	The submission can be done by post or by hand. If specified in the Data Sheet , the Consultant has the option of submitting its Proposals electronically.
Public Opening of Technical Proposals	8.7	After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the Evaluation Committee. The names and addresses of each Consultant whose Technical Proposal is opened shall be announced to those present at the opening of Technical Proposals and communicated on request to a Consultant who has submitted a Technical Proposal but is not present or represented at the opening of the Technical Proposals. The Financial Proposals shall remain sealed until after the evaluation of the Technical Proposals.
9.Proposal Evaluation: General	9.1	a . The evaluation of Technical and Financial Proposals shall be done by an Evaluation Panel appointed by the Client in accordance with the provisions of the " Standard Tender Evaluation Format for Selection of Consultants. "

		b.	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 publication of the Contract award information.
		c.	Any attempt by shortlisted 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 the Public Procurement Authority's sanctions on corrupt and fraudulent practices.
		d.	Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, the Client may ask a Consultant in writing for clarification of its Proposal in order to assist in the examination, evaluation and comparison of proposals. Additionally if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.
	9.2		Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including reviews by the appropriate Entity Tender Committee and/or the Tender Review Committees is concluded.
Evaluation of Technical Proposals	9.3		The evaluation panel, appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, relevant sub criteria, and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet .
	9.4		In the case of Quality-Based Selection, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked Consultant or Consultant selected on a Single-Source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions as stated in Clauses 8.1 to 8.5 .
Public Opening and Evaluation of Financial	9.5		After the technical evaluation of quality is completed, the Client shall notify those Consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, (and shall provide information

Proposals: Ranking (QCBS, Fixed-Budget, and Least- Cost Selection Methods Only)		relating to the Consultant's overall technical score) indicating that their Financial Proposals will be returned unopened after completing the selection process and contract signing. The Client shall simultaneously notify the Consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall be as stated in the Data Sheet . The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.
	9.6	The Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. At the opening, the names of the Consultants, and the overall technical scores, 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. The Client shall prepare minutes of the Public Opening.
Correction of Errors	9.7	<p>The Evaluation Panel will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between words and figures the former will prevail. In addition to the above corrections, as indicated under Clause 6.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal;</p> <ul style="list-style-type: none"> (i) if the Time-Based Contract Form has been included in the RFP, the Evaluation Panel shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost; (ii) if the Lump-Sum Contract Form has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices in various currencies shall be converted to the single currency specified in the Data Sheet. The official selling rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident

		Consultants (and to be paid under the contract, unless the Consultant is exempted), and estimated as per Clause 7.4.
Selection Criteria: Quality and Cost Based Selection Only	9.8	In case of Quality and Cost Based Selection, the lowest Financial Proposal (F_m) will be given a financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the Data Sheet . Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T+P= 1$) indicated in the Data Sheet: $S = \{(S_t \times T) \%\} + \{(S_f \times P) \%\}$. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
Selection Criteria: Fixed Budget and Least Cost Selection Only	9.9	In the case of Fixed-Budget Selection, the Client will select the Consultant that submitted the highest ranked Technical Proposal within the budget ("evaluated" price). Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal ("evaluated" price) among those that passed the minimum technical score. In both cases the Selected Consultant is invited for negotiations.
	9.10	The Client shall give prompt notice of the correction to the Consultant that submitted the proposal.
	9.11	No change in a matter of substance in the proposal, including changes in price and changes aimed at making a non-responsive proposal responsive, shall be sought, offered or permitted.

D. Negotiations and Award		
11. Negotiations	11.1	Negotiations will be held with the Consultant (or his accredited representative who must have a written power of attorney) at the address indicated in the Data Sheet to reach agreement on all points and sign a contract. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.
	11.2	i. Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the Consultant to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the

			<p>"Description of Services" and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment and the selection will be in accordance with ITC Clause 3.12 Clause 9.8 and Clause 9.9.</p>
		ii.	<p>Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider replacement during contract negotiations unless both parties agree that undue delay in the selection process makes such replacement unavoidable or that such changes are critical to meet the objectives of the assignment.</p>
		iii.	<p>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.</p>
		iv .	<p>If it is established that key staff were offered in the proposal without confirming their availability, the Consultant may be disqualified.</p>
	11.3		<p>The financial negotiations will include a clarification (if any) of the Consultant's tax liability in Ghana, and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods. For other methods, the Client will provide Consultants with the information on remuneration rates described in the Appendix to Instructions to Consultants.</p>
	11.4		<p>The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If the</p>

		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. 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.
12. Award of Contract	12.1	The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other Consultants on the shortlist that they were unsuccessful and return the unopened Financial Proposals of those Consultants who did not pass the technical evaluation (Clause 9.3).
	12.2	The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet
13. Confidentiality	13.1	Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.
E. REVIEW OF PROCUREMENT DECISIONS		
Dispute resolution Rules under GCC 14. Right to Administrative Review		In addition to the dispute resolution procedures specified under the contract Forms of section VI, a Consultant may resort to the Administrative Review procedures provided under the Public Procurement Act, 2003 (Act 663) as amended.

Data Sheet

ITC Clause Reference	Amendments of, and Supplements to, Clauses in the Instructions to Consultants
2.1	<p>The name of the Client is: Ministry of Energy</p> <p>The method of selection is: Cost and Quality Based Selection</p> <p>The Applicable Law is: Laws of Republic of Ghana</p>
2.2	<p>Technical and Financial Proposals are requested: Yes</p> <p>The name, objectives, and description of the assignment are:</p> <p>Development of Front-End Engineering Design [FEED] for Natural Gas Distribution Pipeline Network in the Tema Industrial Enclave.</p> <p>Objective of the Assignment</p> <p>The objective of the assignment is to develop the technical and commercial requirements for a low pressure gas distribution pipeline network in the Tema industrial enclave to transport natural gas safely to identified consumers.</p> <p>The diversification of fuel sources for industrial operations is more imperative due to the volatility in the pricing of liquid fuels and the forex requirement for imports which put severe strains on the Ghanaian Economy.</p>
2.3	The assignment is phased: No
2.4	A pre-proposal conference will be held: No
2.5	The Client will provide the following inputs: assist the Consultant in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
2.7.2	The Client envisages the need for continuity for downstream work: Yes
2.10	The Clauses on fraud and corruption in the Contact are as stipulated in ITC Clause 2.8
3.4	<p>The documents and forms required for the Technical Proposal include the following:</p> <ul style="list-style-type: none"> a. [Form 3A: Technical Submission Form] b. [Form 3B: Consultants Organisation] c. [Form 3C: Consultant's References] d. [Form 3D: Comments and Suggestion on the Terms of Reference] e. [Form 3E: Description of the Methodology and Work Plan] f. [Form 3F: Team Composition and Task Assignments] g. [Form 3G: Format of CV for proposed Key Staff.]

	<p>h. [Form 3H: Activity (Work) Schedule] i. [Form 3I: Time Schedule for Staff]</p> <p>The documents and forms required for the Financial Proposal include the following: [please list as appropriate] a. [Form 4A: Financial Proposal Submission Form] b. [Form 4B: Summary of Costs] c. [Form 4C: Breakdown of Price per Activity] d. [Form 4D: Breakdown of Remuneration per Activity] e. [Form 4E: Reimbursables per Activity]</p>
3.5	The Consultant shall include a statement of undertaking to observe the provisions of the ITC and laws against fraud and corruption in competing for and executing a contract in the Republic of Ghana.
3.6	The Consultant's Staff and/or sub-Consultants shall be allowed to participate as Key Experts and Non-Key experts in more than one Proposal relating to the assignment.
3.7	Proposals must remain valid 90 days.
4.1	<p>Clarifications may be requested 10 days before the submission date.</p> <p>The address for requesting clarifications is: Attention: Director, Procurement Ministry of Energy, Accra Address: P.O. Box SD 40, Accra City: Accra Region: Greater - Accra Country: Ghana Telephone: +233 (0) 302 683 961 -3 Digital Address: GA-107-2970 Email: <u>ebenezer.agyekum@energymin.gov.gh</u></p>
6.1	The recommended duration for preparation of the Proposal is 30 days
6.4.i.	Consultants/entity may associate with other Consultant: Yes
6.4.iv.	The minimum required experience of proposed professional staff is: Consultant should provide comprehensive organizational structure indicating qualified professional staff with detailed CV's
6.5.ix.	Training is a specific component of this assignment: No
6.5.xi.	<p>Additional information in the Technical Proposal includes:</p> <p>a. <i>Valid Business Registration Certificate or Evidence of proper constitution or legal status of company, place of registration and principal place of business of the Consultant's company.</i></p> <p>b. <i>Five (5) Consecutive years Audited Accounts</i></p>

	c. Proof of adequate experience in providing similar assignment over the last 5 years.
7.3	<p>Price Adjustment applies to all Time-Based contracts with a duration exceeding 24 months In exceptional circumstances, Price Adjustment can also apply to Lump-Sum contract assignments longer than 24 months with prior agreement with the Client.</p> <p>A price adjustment provision applies to remuneration rates: No</p>
7.4	Taxes: Consultants should clearly estimate, as a separate amount, the Ghanaian taxes, (including VAT and NHIL), duties, fees, levies, and other charges imposed under the applicable law.
8.1	<p>Proposal Opening: both virtual and in person</p> <p>An online option of the opening of the proposal is offered: Yes</p> <p>The Virtual proposal opening of Technical proposal shall take place at:</p> <p>Address: online (the meeting link will be available and shared with all Consultants 3 days prior to the Proposal Submission)</p> <p>For in person</p> <p>Place: Ministry of Energy's Conference Room, Room 210</p> <p>Date: 23rd February, 2023</p> <p>Time: 10:00 A.M Ghana local time</p> <p>Proposal opening [virtual and in person] will take place the same day, same time.</p>
8.3	<p>Consultants must submit shall submit its Proposal in the following form:</p> <ul style="list-style-type: none"> a) One (1) original set of each proposal [Technical and Financial Proposal] b) Five (5) sets of photocopies of each proposal [Technical and Financial Proposal] c) One (1) pen drive, containing electronic files of all the documents comprising the Proposal in Portable Document Format (.pdf) , except for spreadsheets and charts, if any, which may be submitted in Microsoft Excel and Microsoft Project formats respectively, with the pages arranged in exactly the same sequence as the sequence in the original set of the Proposal;

	<p>provided that in the event of any conflict between the printed (paper) copies and the electronic copies, the original printed (paper) copies shall prevail.</p>
8.4	<p>a) The proposals shall be submitted in two envelopes – The first Envelop marked the “TECHNICAL PROPOSAL” and the second envelop marked the “FINANCIAL PROPOSAL”. The envelopes shall be marked as TECHNICAL PROPOSAL ----and FINANCIAL PROPOSAL FOR:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p style="text-align: center;">MINISTRY OF ENERGY</p> <p style="text-align: center;">THE DEVELOPMET OF FRONT-END ENGINEERING DESIGN FOR NATURAL GAS DISTRIBUTION PIPELINE NETWORK IN THE TEMA INDUSTRIAL ENCLAVE</p> <p style="text-align: center;">– [ORIGINAL / COPY NO. (___)]</p> <p style="text-align: center;">[STATE NAME, ADDRESS, TELEPHONE NUMBER (WITH COUNTRY), E-MAIL AND FACSIMILE NUMBER OF CONSULTANT]</p> <p style="text-align: center;">DO NOT OPEN EXCEPT IN FRONT OF THE EVALUATING PANEL</p> </div> <p>The envelope containing the one (1) pen drive shall be marked as follows:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p style="text-align: center;">MINISTRY OF ENERGY</p> <p style="text-align: center;">THE DEVELOPMET OF FRONT-END ENGINEERING DESIGN FOR NATURAL GAS DISTRIBUTION PIPELINE NETWORK IN THE TEMA INDUSTRIAL ENCLAVE</p> <p style="text-align: center;">TECHNICAL PROPOSAL PEN-DRIVE</p> <p style="text-align: center;">[STATE NAME, ADDRESS, TELEPHONE NUMBER (WITH COUNTRY), E-MAIL AND FACSIMILE NUMBER OF BIDDER]</p> </div>

	DO NOT OPEN EXCEPT IN FRONT OF THE EVALUATING PANEL		
	The above also applies to envelopes containing the financial proposals.		
8.5	Proposals must be submitted no later than: Date : 23rd February, 2023 Time : 10:00 am GMT Place : Conference Room of the Ministry of Energy The deadline for electronic bid submission is: Date : 23rd February, 2023 Time: 10:00 am GMT Email: ebenezer.agyekum@energymin.gov.gh		
8.6	The Consultants shall have the option of submitting their Proposals electronically in addition to the hard copies.. The email address for submission of electronic proposals is: ebenezer.agyekum@energymin.gov.gh The electronic copy should comprise of only two PDF files i.e. "Technical Proposal" and "Financial Proposal" respectively. Both Technical and Financial proposals shall be presented as well as in a compressed and encrypted PDF formats with reliable passwords.		
9.3	The number of points to be given under each of the evaluation criteria are:		
			Points
	i.	Specific experience of the Consultants related to the assignment	[10]
	ii.	Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	[50]
	iii.	Qualifications and competence of the key staff for the Assignment (including membership of professional bodies)	[25]
	iv.	Suitability of the transfer of knowledge program (training)	[5]
	vi.	Consideration of Health, Environmental, Social, Safety, Security and Sustainability issues	[10]
		Total Points:	100

vii.	The number of points to be given under each evaluation sub criteria for qualification of key staff are:		
			Points
		(i) General qualifications	[20]

		(ii) Adequacy for the project	[70]
		(iii) Experience in region and language	[10]
	The minimum technical score required to pass is: [80]		
9.5	The Opening of Financial Proposals shall be on: consultants shall be notified.		
9.7.ii	The single currency for price conversions is: USD The source of official selling rates is: N/A The date of exchange rates is: N/A		
9.8	The formula for determining the financial scores is the following: <i>[Either $S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration, or another proportional linear formula]</i> The weights given to the Technical and Financial Proposals are: T= <u>80</u> and P= <u>20</u>		
11.1	The address for negotiations is: The Ag. Chief Director Ministry of Energy P.O. Box DS 40, Stadium Post Office , Accra, Ghana Accra, Ghana Email: <u>info@energymin.gov.gh</u>		
12.2	The assignment is expected to commence on April, 2023.		

Section III: Technical Proposal Forms

- 3A. Technical Proposal Submission Form.
- 3B. Consultant's Organisation
- 3C. Consultant's References.
- 3D. Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services, and Facilities to be provided by the Client.
- 3E. Description of the Methodology and Work Plan for Performing the Assignment.
- 3F. Team Composition and Task Assignments.
- 3G. Format of Curriculum Vitae (CV) for proposed Key Staff.
- 3H. Activity (Work) Schedule.
- 3I. Time Schedule for Staff.

A. Technical Proposal Submission Form

[insert location, date]

To: _____

[insert name of Client]

[insert address of Client]

Dear Sir/Madam,

Title: _____

We, the undersigned, offer to provide the consulting services for _____ [insert title of consulting services] in accordance with your Request for Proposal dated _____ [insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial⁹ Proposal sealed in a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before _____ [insert date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours faithfully,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:

3B. Consultant's Organization

[Provide here a brief description of the background and organization of your company including managerial capability, membership of professional associations, reliability in the procurement object and reputation; and the personnel to perform the procurement contract, and – in case of a joint venture – of each member for this agreement.]

3C. Consultant's References

Relevant Services Carried Out in the Last [5] Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your Consultancy, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Consultancy(profiles):
Name of Client:		Nº of Staff:
Address:		Nº of Professional Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in GHS):
Name of Associated Consultants, If Any:		Nº of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Consultant's Name: _____

3D. Comments and Suggestions of Consultants on the Terms of Reference and on Counterpart Staff, Data, Services and Facilities to be provided by the Client

On the Terms of Reference :

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

[Note that your Proposal could be determined unacceptable if statements in this form attempt to change the nature or expected outputs of the assignment or set out conditions or assumptions that would have the effect of shifting any risk of performance away from the Consultant.]

On Counterpart staff, data, services, and facilities to be provided by the Client:

[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., if any]

3E. Description of Approach, Methodology and Work Plan for Performing the Assignment

Provide 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.

[Structure of your Technical Proposal in 3 parts as follows]:

- 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.]*

3F. Team Composition and Task Assignments

1. KEY STAFF			
Name of Staff	Area of Expertise	Position Assigned	Task Assigned

2. NON-KEY STAFF			
Name of Staff	Area of Expertise	Position Assigned	Task Assigned

3G. Format of Curriculum Vitae (CV) for Proposed Key Staff

Proposed Position: _____

Name of Consultancy: _____

Name of Staff: _____

Profession: _____

Date _____ of _____ Birth: _____

-

Years with Consultant/Entity: _____ Nationality: _____

Membership of Professional Body: _____

Countries of Work Experience: _____ [List countries where staff has worked in the last ten years]

Employment Method: [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From: _____ To: _____

Client: _____

Position Held: _____

Detailed Task Assigned: _____ [List all tasks to be performed under this assignment]

Work undertaken that best illustrates capability to handle to tasks assigned: [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

Name of assignment or project: _____

Year: _____

Location: _____

Client: _____

Main project features: _____

Position held: _____

Activities performed: _____

Education: _____

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment].

[Summarize college/ university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

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.

Date:

*[Signature of staff member and authorized representative of the Consultant]
Day/Month/Year*

Full name of staff member: _____

Full name of authorized representative: _____

3H. Activity (Work) Schedule

A. Field Investigation and Study Items												
[1st, 2nd, etc. are months from the start of assignment.]												
Activity (Work)	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th

B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

1. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

-
2. Duration of activities shall be indicated in the form of a bar chart
 3. Include a legend, if necessary, to help read the chart

3I. Time Schedule for Staff

N°	Name of Staff	Staff Input														Total Staff-Month Input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total	
Key Staff																		
1		[Home]																
		[Field]																
2																		
3																		
														Subtotal				
Non-Key Staff																		
1		[Home]																
		[Field]																
2																		
3																		
N																		
										Subtotal								
										Total								

- For Key Staff the input should be indicated individually; for Non-Key Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- Field work means work carried out at a place other than the Consultant's home office.

 Full time input

 Part time input

Section IV: Financial Proposal Forms

- 4A. Financial Proposal Submission Form.
- 4B. Summary of Costs.
- 4C. Breakdown of Price per Activity.
- 4D. Breakdown of Remuneration per Activity.
- 4E. Reimbursables per Activity

4A. Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sir/Madam,

Title: _____

We, the undersigned, offer to provide the consulting services for [Title of consulting services] in accordance with your Request for Proposal dated [Date] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is exclusive of the local taxes, which we have estimated at [Amount(s) in words and figures].

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., [Date].

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this

Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currenc y	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

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

Yours faithfully,

Authorized Signature:

Name and Title of Signatory:

Name of Consultancy:

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]

4B. Summary of Costs

Costs	Currency(ies) ¹⁰	Amount(s)
Subtotal [from Form 4C]		
Local Taxes		
Total Amount of Financial Proposal		

¹⁰ Maximum of three (3) plus Ghanaian Cedis

4C. Breakdown of Price per Activity

Activity No.: _____

Description: _____

Price Component	Currency(ies)	Amount(s)
Remuneration		
Reimbursables		
Miscellaneous Expenses		
Subtotal		

Sample Form

Consultant:

Country:

Assignment:

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: _____

4D. Breakdown of Remuneration per Activity

Activity No. _____		Description: _____		
Names	Position	Input ¹¹	Remuneration Currency(ies) Rate	Amount
Key Staff				
Non-Key Staff				
Total				

¹¹ Staff months, days, or hours as appropriate.

Consultant's Representations Regarding Costs and Charges

(Model Form I)

(Expressed in [insert name of currency*])

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Y ear	Social Charge s ¹	Overhe ad ¹	Subtota l	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Ho ur	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Client's Country									

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

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

4E. Reimbursables per Activity

N°	Description ¹	Unit	Quantity	Currency(ies)	Unit Cost ²	Total Cost
	Accommodation (lodging)	Day				
	Per diem allowances (meals & incidental expenses)	Day				
	International flights	Trip				
	Miscellaneous travel expenses	Trip				
	Office accommodation					
	Communication costs between [Insert place] and [Insert place]					
	Drafting, reproduction of reports					
	Equipment, instruments, materials, supplies, etc.					
	Shipment of personal effects	Trip				
	Use of computers, software					
	Investigations and surveys					
	Laboratory tests					
	Subcontracts					
	Local transportation costs					
	Clerical assistance					
	Total					

1. Delete items that are not applicable or add other items as necessary.

2. Local transportation costs are not included if local transportation is being made available by the Client. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Client

SECTION V: TERMS OF REFERENCE

DEVELOPMENT OF FRONT-END ENGINEERING DESIGN [FEED] FOR NATURAL GAS DISTRIBUTION PIPELINE NETWORK IN THE TEMA INDUSTRIAL ENCLAVE

INTRODUCTION

Tema is a coastal city located in the Greater Accra Region of the Republic of Ghana about 25 kilometres east of the capital city of Accra and has a population of about 177,924 (2021 population and housing census).

The Tema industrial enclave is recognized as a major industrial hub of the country. The city's main industrial products include aluminum, steel, processed fish, refined petroleum, textile, chemicals, food products, and cement. Major companies operating in Tema include Volta Aluminum Company (VALCO), Tema Oil Refinery (TOR), Nestlé Ghana Limited and Sentuo Steel. Most of these companies are situated around the Heavy Industrial Area. There is currently no major natural gas distribution network in Tema in spite of the significant natural gas demand by industries in the area, which is currently estimated at about 30 MMSCFD with an upward potential.

The Ministry of Energy intends to develop a natural gas distribution network within the Tema industrial enclave to ensure the availability of natural gas as a cheaper alternative to liquid fuels and other fuel sources currently in use for industrial activities in the enclave.

The diversification of fuel sources for industrial operations is even more imperative due to the volatility in the pricing of liquid fuels and the forex requirement for imports which put severe strains on the Ghanaian Economy.

As such, it is Government's objective to expedite the development of the Distribution Network to ensure the use of natural gas in the industrial and

transportation sectors primarily because, these sectors are very instrumental in stimulating economic growth and ensuring prosperity for the citizens.

The Ministry of Energy with funding from the World Bank engaged the Price Water Coopers (PWC) to carry out a feasibility study for the gas distribution network to assess and evaluate the technical, commercial and economic factors that may affect the development of the project into an operational asset. The key findings of the Feasibility report shall be the basis for the Front End Engineering Design (FEED).

Proposals are therefore, being sought from qualified entities to develop the FEED to provide the Government of Ghana a firm grounding for the award of the Engineering Procurement Construction and Funding (EPC+F) Contract.

The operational phase of the network will involve development, management and operation of low pressure natural gas distribution infrastructure in the Tema industrial area to supply low pressure natural gas to identified industries within the area.

The Front-End Engineering Design [FEED) will perform engineering studies for all aspects of the natural gas distribution pipeline network in the Tema industrial enclave. Specifically, this engineering scope will cover design studies including but not limited to; Communication systems, Civil Works, Cathodic Protection, Structure Design, Process, Instrumentation, Installation Assessment, Piping, Digitization, Operations & maintenance philosophy and FEED Project Execution Plan.

Objective of the FEED

The main objective of the FEED is to develop the technical and commercial requirements for a low-pressure gas distribution pipeline network in the Tema industrial enclave to transport natural gas safely to identified consumers.

This will take into consideration the existing feasibility study report which include preliminary works on conceptual design, cost effectiveness, constructability, considerations for operation and maintenance of the pipeline and future expansion to other potential industries.

FEED includes various engineering studies preceding the Engineering Procurement Installation and Commissioning (EPIC) phase of the project with the aim to establish technical requirement, cost (within plus or minus 20%), and requirement to procure an EPIC contractor for the next project phase. The FEED will also identify the Long Lead Items (LLI). The FEED studies will be done considering all the required local and international HSE rules and regulations.

Abbreviations

Acronym	Meaning
CA	Corrosion Allowance
FEED	Front End Engineering Design
PFD	Process Flow Diagram
PF&ID	Piping and Instrumentation Diagram
PSV	Pressure Safety Valve
GPS	Global Positioning System
ROW	Right of Way
RMS	Regulating and Metering Station
SOW	Scope of Work
QHSE	Quality, Health, Safety and Environment
MTO	Material Take Off
SLD	Single Line Drawing
UFD	Utility Flow Diagram

DURATION OF ASSIGNMENT

The CONSULTANT when selected will develop and submit the FEED for the Tema Distribution network within **15 weeks** from the date of Contract Award.

WORK LOCATION

Tema, Greater Accra Region, Republic of Ghana

LANGUAGE

All documents transmitted on this Project shall be in English language. Units of measurement shall in general, follow SI practice except that pressures will be in *Bar* and gas flows will be in *Million Standard Cubic Feet Per Day (MMSCD)*.

Other imperial units commonly applied in the Oil and Gas industry may be accepted.

CODES, STANDARDS AND REFERENCES DOCUMENTS

The CONSULTANT shall study all the international codes, standards and reference documents stated below. Where there are conflicts and contradictions between these documents, the most stringent and safest requirements applicable to the works shall prevail to the extent of the inconsistency, conflict or discrepancy. THE MINISTRY'S decision on which is the most stringent shall be final. It shall be the CONSULTANT'S responsibility to promptly notify THE MINISTRY in writing when it discovers conflicts and contradictions in this document.

International Codes and Standards

The following International Codes/Standards shall apply:

1. AGA Report No. 3	Orifice Metering of Natural Gas
2. A.G.A Report No.8	Compressibility Factors of Natural Gas and Other Related Hydrocarbon Gases
3. A.G.A Report No.9	Measurement of Gas by Multipath Ultrasonic Meters (2003)

4. ASME B31.3	Process Piping
5. ASME B31.8	Gas Transmission and Distribution Piping Systems
6. ASME B16.5	Pipe Flanges and Flanged Fittings
7. ASME B16.10	Face-to-Face and End-to-End Dimensions of Ferrous Valves
8. ASME B16.34	Valves - Flanged, Threaded, and Welding End
9. ASME B40.100	Pressure Gauges and Gauge Attachments
10. ASME Section VIII Div. 1	Rules for Construction of Pressure Vessels
11. ASME Section VIII Div. 2	Alternative Rules for Construction of Pressure Vessels
12. ANSI FCI 70.2	Measurement of Gas: Ultrasonic Meters
13. API Spec 6FA	Specification for Fire Test for Valves
14. API 6D	Specification for Pipeline Valves
15. API 520	Sizing, Selection, and Installation of Pressure-relieving devices
16. API 521	Pressure-relieving and Depressuring Systems
17. API 598	Valve Inspection and Testing
18. API 5L	Specification for Line Pipe
19. API RP 551	Process Measurement Instrumentation
20. API RP 552	Transmission Systems
21. ANSI/ISA S84.01	Application of Safety Instrumentation Systems of the Processed Industries
22. ISA 75.01- ISA75.22	ISA Control Valves Standards
23. ISA 20	Specification Forms for Process Measurement and Control Instruments, Primary Elements and Control Valves

24.ISO 10101	Natural Gas – Determination of Water by the Karl Fischer Method
25.ISO 10715	Natural Gas – sampling Guidelines
26.ISO 11064	Ergonomic Design of Control Centers
27.ISO 14617	Graphical Symbols for Diagrams
28.ISO 15848	Industrial valves - Measurement, test and qualification procedures for fugitive emissions
29.ISO 17089	Measurement of fluid flow in closed conduits - Ultrasonic meters for gas - Part 1: Meters for custody transfer and allocation measurement
30.ISO 5167	Measurement of fluid flow by means of pressure differential devices inserted in circular cross-section conduits running full
31.ISO 5168	Measurement of fluid flow - Evaluation of uncertainties
32.ISO 5208	Industrial valves – Pressure testing of metallic valves
33.ISO 6326	Natural Gas – Determination of Sulfur Compounds
34.ISO 6385	Ergonomic Principles in the Design Of Work Systems
35.ISO 6570	Natural Gas – Determination of Potential Hydrocarbon liquid Content
36.ISO 6974	Natural Gas – Determination of Composition and Associated Uncertainty by Gas Chromatography
37.ISO 9001	Quality System for Design/Development, Production, Installation and Servicing
38.ISO 9000	Quality Management Systems Fundamentals and Vocabulary
39.ISO 45001	System for occupational health and safety (OH&S) management

40.ISO 14001	System for effective environmental management system
41.IEC60034	Rotating Electrical Machines
42.IEC 60529	Degrees of protection provided by enclosures (IP Code)
43.IEC60072	Dimensions and Output Series for Rotating Electrical Machines
44.IEC 60079	Electrical Apparatus for Explosive Gas Atmospheres
45.IEC 60529	Degree of Protection provided by Enclosures (IP codes)
46.ISO 9001	Quality System for Design/Development, Production, Installation and Servicing
47.IEC 61508	Functional Safety of electrical/Electronic/Programmable Electronic Safety-Related Systems
48.IEC 61511	Functional Safety – Safety Instrumented Systems for the Process Industry Sector
49.ISA 18.2	Management of Alarm Systems for the Process Industries
50.ISA 75.01- ISA75.22	ISA control valve Standard
51.NFPA 20, 50	Standard for the Installation of Stationary Pumps for Fire Protection
52.Ghana Regulations and Natural Gas Pipeline Regulation 2012(LI2189)	Ghana standards and By-laws

Reference Documents

Upon request, the following documents, covering the existing gas facilities in the area shall be provided.

- PFDs;
- Gas Composition, Design Cases and HMBs;
- P&IDs;
- General Arrangement Drawings;
- Line List;
- Isometrics;
- Hazop report
- Plot Plan;
- 3D Model;
- Fire & Gas Zones (Hazardous Area Classification);
- Management of Change;

Order of Precedence

The following order of precedence shall apply:

- Ghana Regulations, Codes and Standards;
- Specification in this document;
- Reference Documents;
- International Codes, Standards and Regulations;

RESPONSIBILITIES OF THE CONSULTANT

The CONSULTANT shall provide, maintain and be responsible for management and control of all resources which are involved in the FEED works. The CONSULTANT shall coordinate and interface with The Ministry and other designated Institutions and/or Consultants in the development of the FEED. The Consultant shall be responsible for requisite data gathering, if it becomes necessary. The CONSULTANT shall ensure that the proposed project structure demonstrates a full commitment to maintaining the safety, quality and

schedule of the work and to administering the contract. The Consultant shall be responsible for but not limited to the following:

- Deliver the scope of work in entirety in a cost-effective manner and on schedule.
- Provision of a dedicated project manager to provide a single point of contact for The Ministry and to properly manage the Consultant's work locations, the FEED development and Consultant's resources;
- Provision of CONSULTANT'S Project Management Team to manage the implementation and execution of the work, organizing technical update meeting, mobilization and demobilization of resources, upon completion of the work;
- The CONSULTANT shall develop communication protocol and a document control mechanism. CONSULTANT shall note that all issues shall be addressed at the steering committee level. Any decision taken outside the Steering Committee shall not be approved by The Hon. Minister for Energy. The Consultant shall submit the following at a minimum:

SCOPE OF THE ASSIGNMENT

The scope of assignment shall at a minimum include following works:

1. Front End Engineering Design covering the Process Engineering (Design Basis, Process Flow Diagrams (PFDs), Heat and Material Balances (HMBs) for
 - i. gas conditioning and metering Facilities, which shall include the optimized design for a safe operating distribution pipeline network Layout & Model (Plot Plan) for low pressure natural gas distribution.
 - ii. all safety studies of the design (Hazop, LoPA, QRA)

-
- iii. the required battery limit specifications for the inlet and outlet tie-ins, as well as future tie-ins.
 - iv. utility facilities required to support the safe operation of the process facilities
 - v. metering System both at battery limit and individual end users end.
 - vi. instrumentation Control and Safety System (ICSS)
 - vii. required electrical and power generation Systems
 - viii. the digitalization of the gas value chain system (FOC)
 - ix. the gas tie-in pipeline from a designated terminal facility
 - x. a detail pipeline RoW report for pipeline installation work including pipeline profile drawings to each end user.
 - xi. Engineering survey report (Topographical and Geotech) to support the FEED exercise.
 - xii. ESIA (Environmental and Social Impact Assessment) to be conducted and report issued to the Ministry.
2. Preparation of general specifications for all equipment which will be defined and agreed with THE MINISTRY
- i. Equipment Definition (equipment data sheets, specifications);
 - ii. Material Quantification (MTOs, Physical Drawings);
 - iii. Identification of Long Lead Items (LLIs)
 - iv. Preparation of functional specifications for LLIs
 - v. Preparation of data sheets for LLIs

-
3. Equipment Pricing (bid lists, bid packages, bid tabs);
 4. Cost Estimating (CAPEX and OPEX); Prepare cost detail within plus or minus 20% accuracy range with clear assumptions
 5. Commercial Proposal (Cost, Schedule, Performance Guarantees).
 6. EPC Execution Plan (EPC Schedule, Contract Plan);

The above and other activities shall be developed during the FEED to define and evaluate the extent of the Scope of Work for the project Execution Phase.

The design life of the facility and all equipment shall be **25 years**. The FEED works shall be carried out to develop an optimized concept for THE MINISTRY'S approval before EPC.

The FEED shall be carried out according to the following guidelines:

- Safety (personnel, equipment and environment);
- Reliability and availability;
- Minimization of CAPEX and OPEX;
- Ease of operation and maintenance;

The CONSULTANT shall be fully responsible for performance of its design/engineering during execution of the project. Any component, system or sub-system not explicitly mentioned, herein, but are required to meet the project deliverables shall be deemed to form part of the Scope of Work (SOW) for distribution network.

FEED DEVELOPMENT PROCESS

The FEED development process shall incorporate the following:

Review of the existing Feasibility Report

The Consultant shall review the feasibility report of the project conducted under the auspices of The Ministry of Energy.

Estimation of Project Capital and Operational Costs

Detailed project cost estimates (CAPEX AND OPEX) up to $\pm 10\%$ accuracy level shall be prepared by the Consultant for the implementation phase of the project. The Consultant will frequently update and revise the CAPEX and OPEX as the FEED development progresses. Each revision shall be submitted to The Ministry.

Project Quality Assurance plan

A project Quality Assurance Plan shall be developed by the CONSULTANT and submitted to THE MINISTRY within the delivery date.

Support for EPC Procurement Process

The CONSULTANT shall support THE MINISTRY in the tendering process for the EPC and early work of the EPC Contractor. CONSULTANT shall provide all necessary support during the technical evaluation of the tendering processes.

RoW Corridor Survey Works

The CONSULTANT shall provide a report of RoW corridor survey works which shall include the following:

- **Topographic Survey**
- **Geotechnical Survey**
- **Hydrological Survey**
- **Utility Survey**

Engineering Management

The purpose of this activity is to assure the technical completeness of the assignment, the coordination among the various disciplines and alignment with the entire scope of the assignment.

Engineering management shall also grant a continuous exchange of information and results with THE MINISTRY, a timely identification of critical issues for their resolution, an adequate reporting on the progress of the study.

Design Basis Manual

The Consultant shall design and submit to THE MINISTRY the Design Basis manual which will form the basis of the FEED work. The document will be developed in accordance with existing regulations in the energy sector and shall serve as a reference for the complete basis of design, design parameters, brief design methodology, relevant codes and standards including their applicability, battery limit conditions at inlet and outlet, interface data of all other connected facilities, site data, etc.

The first revision of this document will be submitted by the THE MINISTRY to the CONSULTANT upon start of the work. The document will then be reviewed and accepted by the CONSULTANT. Upon acceptance, the document shall form the basis for undertaking the FEED works by the Consultant. This document shall be continually updated as the FEED progresses by the Consultant.

Definition of Process Design

Process design will include a Process Narrative, PFDs, Piping & P&IDs, HAZID / HAZOP Study, Utility & Effluent summary, Material and Energy balance summary, equipment list (process and utility), operation and control philosophy of all systems, process data sheets for equipment and instruments, line list, interface with consumer or supplier facilities, Health, Safety and Environment (HSE) philosophy, Emergency Shutdown (ESD) system, Fire Protection philosophy etc. It shall be the responsibility of the Consultant to implement any recommendations of HAZOP in the design.

Process design narrative should also include an assessment on corrosion onset and rate to derive Corrosion Allowance (CA) to be included in wall thickness of steel structure and material selection to meet design life and estimated operational loads.

Additionally, corrosion assessment shall be performed on the basis of the process condition and a material selection study shall be performed

accordingly. Key process activities to be carried out during FEED are described in this section. Specific areas to be addressed are as follows:

- The CONSULTANT shall develop process simulation models based on the feed compositions and prepare the necessary PFDs, P&ID's and H&MBs for different operating cases as specified in the Project Design Basis.
- Where possible, CONSULTANT shall provide for optimization, gas conditioning and distribution considering energy management, emissions, safety, flexibility, operability and maintainability whilst taking into account performance and gas export specifications.

The FEED deliverables for process design to be produced by the CONSULTANT are listed in the section on DELIVERABLES below. This is an indicative, non-exhaustive list only and may be expanded to suit the requirements of the assignment.

CONSULTANT shall submit for APPROVAL a process simulation basis early in the project in order to agree on main process related issues to avoid projects delay. The software to be used for the process simulations, flare network and heat exchanger design shall be latest version of **Aspentech Suite** or any other industry standard software. Equation of state for main process simulation to be used shall be **Peng-Robinson** considering volume shift parameters for liquid density calculations. In case CONSULTANT wants to utilize a different equation of state, it shall be well referenced for similar applications and shall be subject to approval by THE MINISTRY.

Sparing Philosophy

Major process equipment shall be spared, i.e. n+1 sparing philosophy

Isolation Philosophy

Double-block-and-bleed (DBB) isolation shall be preferred. Where a single isolation valve is to be used, spectacle shall be provided as well for positive isolation.

HSE Philosophy

The activities shall include the preparation of a Safety Design Philosophy. CONSULTANT shall prepare the HSE design Philosophy in compliance with the THE MINISTRY/Regulator(s) HSE Philosophy

In case the CONSULTANT would consider any advantages from derogation to the provision of THE MINISTRY/Regulator(s) "HSE Philosophy, it shall perform an HSE gap analysis between the aforesaid philosophy and the proposed design for each derogation, a detailed description shall be provided and the impact on HSE performance, cost and schedule shall be quantitatively indicated in the HSE Gap Analysis. Each derogation shall be subject to explicit approval.

The CONSULTANT shall issue the HSE Gap Analysis for THE MINISTRY's approval within 7 days from the date of the KOM. THE MINISTRY shall provide comments and revert about each request of derogation within 15 days after the issuance of the HSE Gap Analysis report. THE MINISTRY's feedback shall be considered mandatory and implemented in the Safety design Philosophy and in the design of the Network.

Odorization System

The CONSULTANT shall provide for an odorization system that ensures that leakages are easily detected on any part of the pipeline sections. It is expected that an amount of odorization shall take place before the gas arrives at the network, hence this is planned to only be an addition.

Instrumentation Design

The expected activities in relation to Instrumentation & Automation, Telecommunication and Security & Surveillance systems are the design of these systems as per the functional requirements stated in a document titled "Functional Specification" and issuance of technical and functional specifications, drawing and documentation for such equipment.

Instrumentation design will focus on the design of pipeline auxiliaries, such as pressure and transducers and indicators. The scope of instrumentation works is as follows:

- Development of system block diagram for SCADA and flammable gas detection system;
- Development of flammable gas detector layout;
- Development of control room and machine cabinet room layout;
- Development of cause-and-effect diagram;
- Development of data sheet for field temperature instrument, pressure instrument, actuator, control valve, flow meter and flammable gas detector;
- Development of specification for temperature transmitter, pressure transmitter, actuator, ultrasonic metering system, pressure regulating system, control system and flammable gas detection system; and
- Development of instrument MTO.

Electrical Design

The electrical work focuses on the reliable and effective design of power supply and distribution, main components selection, safe protection and other service requirements for gas transmission stations and block valves station. Additionally, electrical system studies shall be performed in order to assess if the system is correctly sized, with regard to the short circuit rating of equipment and to the motor starting capability of power generation.

The scope of electrical works is as follows:

- **Load flow calculation** at least three cases shall be considered: maximum load operation, normal load operation, essential load operation. Voltage drops and power flows shall be calculated;
- **Short circuit current calculation.** the maximum short circuit current shall be calculated in order to size new equipment and verify the sizing of

existing equipment. The possibility to operate in parallel all the main power generators shall be considered;

- Harmonic study- to be performed in order to verify the harmonic content on each switchboard and on the generators during the various operating conditions of the plant. The harmonic study is necessary in the presence of Variable Speed Drives;
- Development of design basis, integrating the data, specification, requirements and philosophies;
- Review of any data which may be provided by THE MINISTRY or other designated agencies and incorporate the data into the FEED development.
- Development of components such as generator set, transformer, UPS system, etc. on basis of the electrical loads calculation report.
- Development of power supply and distribution single line diagram (SLD)
- Development of hazardous area classification drawings;
- Development of wiring and cabling layout
- Development of lightning protection, anti-electrostatic and grounding systems; and
- Development of battery limit MTO.

The scope of this activity is to design a power generation and distribution system for the gas distribution system. On the basis of data provided by Process and Mechanical Equipment studies, Electrical Load List and Electrical Load Balance will be generated and Electrical Single Line diagram developed. In case existing power generation and distribution are closed to the distribution system, their adequacy shall be assessed, and interventions identified and quantified. Deliverables shall be provided as per the relevant section included in this document.

Mechanical Design

The Mechanical design will focus on specifying the data sheets for static and rotating equipment.

The expected deliverable of the mechanical activities are the design of the equipment as per the functional requirements and issuance of technical and functional specifications and data sheets for such equipment.

Telecommunication

The scope of telecommunication work will focus on the following:

- Development of design basis integrating the data, requirements and philosophies;
- Development of telecommunication system including main communication system, line inspection and emergency repair communication back-up systems;
- Development of fiber optic cable design;
- Development of specifications and data sheets for fiber optic cable and accessories;
- Development of specifications for fiber optic communication system;
- Development of telecommunication equipment list; and
- Development of telecommunication MTO.

Structure Design

The scope of the structural works will be focused on the following:

- Development of design basis integrating the data, requirements and philosophies;
- Review data provided by THE MINISTRY and incorporate these data into the FEED development;
- Development of steel structure specification; and
- Development of fence & gate design.

Civil Design

The civil design will focus on

- Development of design basis integrating the data, requirements and philosophies;
- Review data provided by THE MINISTRY and incorporate these data into the FEED development;
- Development of design basis for typical road and drainage for the project
- Development of specifications for site preparation and access road;
- Water supply and drainage pipeline arrangement Plan
- UFD, P&ID - Water supply and drainage System at gas transmission stations;
- Water supply and drainage Equipment List;
- Data Sheet for Well Pump; and
- Development of civil MTO.

Completion of Other Basic Engineering Activities

The CONSULTANT shall be responsible for the development of all necessary basic engineering information including but not limited to the following:

- All technical specifications, reports and engineering data sheets.
- Drawings and descriptions

The following aspects shall also be provided for:

- Noise Control
- Corrosion control
- Operation and Maintenance Philosophy
- Commissioning Philosophy

Identification of Long Lead Items (LLIs)

The Consultant shall review the following indicative list of Long Lead Items (LLIs) and update if needed.

- Scrubber

-
- Inlet Separator
 - Isolation Valve
 - Gas Compressor package
 - Gas Cooler package
 - Gas Heater package
 - Pressure Control Valve
 - Header
 - Gas filter separator
 - Pressure Relief valve
 - Pressure regulating package
 - Fiscal metering package (ultrasonic)
 - Gas Analyzer
 - High-Integrity Pressure Protection System (HIPPS) package
 - Cold Vent Stack

Flow Assurance

The CONSULTANT shall perform and provide reports of flow assurance analyses to verify steady-state and transient operating conditions for the tie-in pipeline from the designated offtake terminal to the distribution network central header and all process piping.

The specific Scope of Work SOW shall be as detailed below:

1. Setup of simulation models for transient analyses;
2. Confirm line sizing and steady state operating conditions for the selected route;
3. Provide steady-state operating pressure/temperature/liquid holdup

-
- profiles at the design gas supply rates of up to 100 MMSCFD
4. Initial startup (pressurization) of the gas pipeline system for commissioning by evaluating pressurization time and startup time, required gas volume for pressurization, liquid dropout volume during pressurization, and liquid flow rate and volume at the pipeline outlet during startup;
 5. Conduct depressurization (blowdown) of the gas pipeline system;
 6. Pigging of the tie-in pipeline; and
 7. Documentation of simulation results to issue the final flow assurance report. The flow assurance report will cover the design basis/assumptions, simulation methodologies, summary of the simulation results, key operations issues/constraints and recommendations for future work.

Pipeline & Piping Design

The CONSULTANT shall perform flow assurance analyses to verify steady-state and transient operating conditions for the tie-in pipeline from the designated offtake terminal to the distribution Network central header and all process piping.

The specific SOW shall be as detailed below:

1. Compile and review input data;
2. Design basis integrating the data, requirements and philosophies
3. Confirm codes to be used for wall thickness calculation;
4. Complete a concept level pipeline mechanical design for the tie-in pipeline, from the designated offtake terminal to the central header and all process piping;
5. Determine the optimum materials (e.g. line pipe grade, corrosion allowance (CA) and manufacturing methods, and coatings);
6. (calculate minimum required wall thicknesses (with CA) to resist

-
- internal and external pressures taking into consideration installation, operating and hydrotest conditions);
7. Perform cathodic protection design works;
 8. Determine MTO;
 9. Address potential for optimization and cost minimization for varying wall thickness;
 10. Determine export pipeline global and local buckling possibilities;
 11. Determine pipeline crossing requirements of existing pipelines, roads, communication cables, etc;
 12. Develop Installation Assessment;
 13. Develop Support Structure Design, i.e. pipe-racks and inter-equipment piping support;
 14. Perform Pipeline and piping route selection;
 15. Develop specification and data sheet for the tie-in pipeline and piping;
 16. Develop piping and valve material specification;
 17. Develop of plot plan and general piping arrangement;
 18. Develop of specifications and data sheets for valves including ball valves, check valves and globe valves; and
 19. Develop MTO for piping.

Piping Engineering and Layout Design

The purpose of this activity is to develop all the required layout studies to accommodate equipment and piping needed to meet process requirements. The CONSULTANT shall provide during the FEED phase, the handling study to support the proposed layout and the overall distribution system arrangement.

The CONSULTANT shall provide during the FEED phase the piping layout studies to allow THE MINISTRY to validate the single equipment layout of the distribution network system and the General Arrangement as a whole.

The CONSULTANT shall show within the distribution system network, General Arrangement and equipment layouts of the following:

1. With regards to Power Generation space for maintenance / handling operations that shall meet, as a minimum, vendor requirements showing shape and dimensions of the internal parts to be removed.
2. Ladders to access elevated platforms close to equipment enclosure that may be foreseen.
3. Any structure or pipe rack to be provided within the module to support piping or valves, such as PSVs.
4. The proposed equipment and skids layout in compliance with safety standard with regards to potential impacts during handling operations.
5. Main pipeline routing, main integration cable ways, structural levels, main access platforms.
6. Central pipe-rack showing the levels dedicated to piping utility systems, piping process systems, flare system, cable ways (if any), handling way dedicated to the trolley and its nominal capacity.
7. Escape Ways with their dimensions.
8. Cable ways buried (Main dimensions are requested to be shown).
9. Handling Ways with their dimensions.
10. Interconnecting access platforms between central pipe rack and process deck pancake topsides module.
11. Fire prevention systems for the distribution system.

SUMMARY OF DELIVERABLES

Consultant shall review the **FEED** Scope of Works and Deliverable list and draw THE MINISTRY's attention to any omissions, inconsistencies or points of

uncertainty in these Scopes of Work and these shall be respectively incorporated, corrected or clarified prior to CONTRACT award. The omission of any remaining activities from these Scopes of Work does not relieve CONSULTANT from performing all activities necessary to complete the **FEED** Scope of Works. The following is a summary of the deliverables list;

1. Project Management

- a. Project Execution Plan
- b. Coordination and Communication Plan
- c. Master Document Register (proposed MDR to be reviewed by Contractor)
 - i. Procedures, Specifications and Project Standards
- d. Weekly Reports, with progress reporting showing "S" curve (planned/actual/forecast progress)
- e. Bi-weekly Cost Report (planned/actual/forecast)
- f. Key technical and business issues to be addressed in detailed engineering
- g. phase
- h. Estimated EPIC Schedule (minimum Level 3)
- i. Cost Estimate
 - i. CAPEX Cost Estimate of EPCIC (+/- 20%)
 - ii. OPEX Estimate during operation

2. Process Engineering

- a. Updated Design Basis Manual
- b. Process Narrative
- c. Process Block Diagrams (PBDs)
- d. Process Flow Diagrams (PFDs)
- e. Piping and Instrumentation Diagrams (P&IDs)
- f. Heat and Material Balance Sheets
- g. Utility data and summary list

-
- h. Pressure relief blowdown and flare philosophy
 - i. Materials of construction for equipment and piping - covered under equipment data sheets and piping specifications
 - j. Line Lists
 - k. Flow assurance
 - i. Verify Line Sizing/Study State Operating Condition
 - ii. Simulation Analysis - Shutdown & Restarting
 - iii. Simulation Analysis - Depressurization (Blowdown)
 - iv. Simulation Analysis – line packing (may not be needed considering line
 - v. length)
 - vi. Simulation Analysis - Liquid Drop Out
 - vii. Flow Assurance Report
 - l. Equipment data sheets
3. Hazard and Operability analysis (HAZOP) report
4. Pipeline Design
- a. Pipeline Design Report
 - b. Corrosion Assessment and Material Selection
 - c. Wall thickness Design
 - d. Cathodic protection design
 - e. Expansion analysis
 - f. MTO
 - g. Pipeline Schematic
5. Mechanical Engineering
- a. Installation Assessment equipment
 - b. Equipment Lists (including datasheet from all equipment – process & utility), highlighting rotating and static equipment
6. HSE
- a. Environment, Health and Safety management plan

-
- b. HSE Philosophy
 - c. Fire protection system design
 - d. Fire and Gas Detection system design
 - e. Hazardous Area Classification drawings
 - f. Plot plan safety review report
 - g. Escape route plan
 - h. Active and Passive Fire protection plan
 - i. HAZID terms of reference
 - j. HAZID report
 - k. Coarse HAZOP term of reference
 - l. Coarse HAZOP study report and action register
 - m. Waste Management Plan, showing Effluent and wastes list
 - n. Qualitative Risk Assessment
7. Construction
- a. Constructability Review Report
 - b. Construction Management Plan
 - c. Construction procedures and specifications
 - d. Management of Change Procedure
8. Procurement
- a. Identification of Long Lead Items
 - b. Identification of other project Items
 - c. Recommended Vendor list for Long Lead Items
9. Related Philosophies
- a. Operating philosophy
 - b. Inspection, maintenance and repair philosophy
 - c. Material handling philosophy
 - d. Operation and maintenance philosophy,
 - e. Installation philosophy
 - f. Pre-commissioning and commissioning philosophy

-
- g. Protection philosophy
 - h. Chemical injection/inhibition philosophy
 - i. Corrosion mitigation philosophy
 - j. Future tie-ins philosophy
 - k. Metering philosophy
 - l. Pigging philosophy
 - m. Construction philosophy
 - n. Commissioning philosophy

INPUT DATA

Survey Data

CONSULTANT shall perform all necessary surveys to supplement the design information supplied. As a minimum this shall include:

- Geotechnical survey data including, soil stratification, soil resistivity etc.
- Topographic survey data
- Hydrological studies data
- Data of high-tension power lines for AC interference mitigation design
- General Meteorological Data
- Capability assessments of any other existing items/systems (eg utility availability and piping sizes) upon which the scheme is dependent;
- Verification of the piping at the relevant tie-in points;
- Assessment of SIMOPS implications;

The CONSULTANT shall be responsible for validating the accuracy, quality and completeness of the information/data provided.

Process Data

The following parameters will also be provided in the first revision of the design basis:

- Gas Composition and Specification – inlet of the Tema Distribution network
- Battery limit conditions (pressure, temperature, flow)
- Operating and design conditions (pressure, temperature etc.)
- Operations and Controls Requirements

The Consultant shall be responsible for validating the accuracy, quality and completeness of the information/data provided.

Local Content

In accordance with the requirements of the policy of the Government of the Republic of Ghana, CONSULTANT shall endeavour to maximize the use of local labour and materials/Equipment.

THE MINISTRY shall furnish the Contractor with a preferred vendors list for all materials and equipment with preferred local suppliers all geared towards enhancing local content participation.

CONSULTANT shall additionally propose specific initiatives for promoting technology or knowledge transfer and training on highly qualified / professional job.

Contents of the Technical Proposal

The following shall be an integral part of the proposal:

- ✓ FEED development Plan;
- ✓ Health, Environment and Safety (HSE) management plan
- ✓ Organization charts and lists of key personnel (with CVs for review and acceptance by) and work locations;
- ✓ Master Document Register (MDR);

-
- ✓ EPC Procurement Plan;
 - ✓ Interface Management Procedure;
 - ✓ Interface Register and
 - ✓ Risk Register

SECTION VI. CONTRACT FORM

SECTION I: CONTRACT FORM

LUMP-SUM PAYMENTS

This CONTRACT (hereinafter called the "Contract") is made the day of the month of], between, on the one hand, the Ministry of Energy (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").]

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 intends to apply a portion of his budgetary allocation/local/credit/grant/financing] to eligible payments under the contract.

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) Section II: The General Conditions of Contract;
- (b) Section III: The Special Conditions of Contract;
- (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Staff
 - Appendix C: Breakdown of Contract Price
 - Appendix D: Form of Advance Payments Guarantee
- (d) Minutes of Negotiation Meeting

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. 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 abide by the provisions of the Constitution of the Republic of Ghana regarding corrupt and fraudulent practices; 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]

SECTION II: GENERAL CONDITIONS OF CONTRACT

A. General Provisions

1.	Definitions	1.1.	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) "Applicable Law" means the laws and any other instruments having the force of law in the Republic of Ghana.</p> <p>(b) "Authorized Representative" means representatives to be appointed by the Consultant and authorized to act for and on behalf of the Consultant with respect to this Contract.</p> <p>(c) "Client" means Procurement Entity that signs the Contract for the Services with the selected Consultant.</p> <p>(d) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.</p> <p>(e) "Contract" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in Section I: Contract Form, namely the General Conditions (GCC), the Special Conditions (SCC), and the Appendices.</p> <p>(f) "Day" means a working day unless indicated otherwise.</p> <p>(g) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 12.1</p> <p>(h) "Foreign Currency" means any currency other than the Currency of The Republic of Ghana.</p> <p>(i) "GCC" means these General Conditions of Contract.</p> <p>(j) "Government" means the government of The Republic of Ghana.</p>
----	-------------	------	--

			<p>(k) "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> <p>(l) "Key Staff" 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.</p> <p>(m) "Local Currency" means the currency of The Republic of Ghana.</p> <p>(n) "Non-Key Staff" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.</p> <p>(o) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.</p> <p>(p) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</p> <p>(q) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.</p> <p>(r) "Staff" means, collectively, Key Staff, Non-Key staff, or any other staff of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.</p> <p>(s) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.</p>

			(t) "Third Party" means any person or entity other than the Government of Ghana, the Client, the Consultant or a Sub-consultant.
2.	Relationship between the Parties	2.1.	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Staff 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 English, the official language of the Republic of Ghana, 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 4.1 and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the SCC . Any such notice, request or consent shall be deemed to have been given or made when delivered in person (against a documented receipt) 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.	<p>"Authorized Representative" means representatives appointed by a party and authorized to act for and on behalf of the party with respect to this Contract.</p> <p>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.</p>
10.	Commissions and Fees	10.1	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 the Client
11.	Assignment	11.1	Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either party:
			<p>(a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party, and</p>
			<p>(b) may, as security in favour of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.</p>

B. Contract Commencement, Completion, Modification and Termination

12.	Effective date of Contract	12.1	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.
13.	Termination of Contract for Failure to Become Effective	13.1	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.
14.	Commencement of Services	14.1	The Consultant shall confirm availability of Key Staff and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
15.	Intended Completion Date	15.1	Unless terminated earlier pursuant to Clause GCC 20.1 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC .
16.	Entire Agreement	16.1	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.
17.	Modifications or Variations	17.1	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.
	Force Majeure		
18.	Definition	18.1	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.
		18.2	Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Staff, 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.
		18.3	Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

	No Breach of Contract	18.4	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.	
	Measures to be Taken	18.5	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.	
		18.6	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.	
		18.7	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.	
		18.8	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.
			In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 56 and 57.	
19.	Suspension	19.1	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.
20.	Termination	20.1		This Contract may be terminated by either Party as per provisions set up as follows:
	By the Client		20.1.1	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 19 ;
			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 55.1 ;
			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 Staff as required in Clause GCC 14.
			20.1.2	Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practices, 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.
	By the Consultant		20.1.3	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 56.1 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 56.1 .
			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.
	Cessation of Rights and Obligations		20.1.4	Upon termination of this Contract pursuant to Clauses GCC 13 or GCC 20 hereof, or upon expiration of this Contract pursuant to Clause GCC 15, 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.
	Cessation of Services		20.1.5	Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 20.1a or GCC 20.1b, 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 33.1 or 33.2 .
	Payment upon Termination		20.1.6	Upon termination of this Contract, the Client shall make the following payments to the Consultant:
			a.	remuneration for Services satisfactorily performed prior to the effective date of termination, and [reimbursable] expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause GCC 48 ;
			b.	in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 20.1.1 , reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Staff.

C. Obligations of the Consultant

21. General		
Standard of Performance	21.1	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.
	21.2	The Consultant shall employ and provide such qualified and experienced Staff and Sub-consultants as are required to carry out the Services.
	21.3	The Consultant may subcontract part of the Services to an extent and with such Key Staff and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

	Law Applicable to Services	21.4	The Consultant shall perform the Services in accordance with the Contract and the Applicable Laws of The Republic of Ghana and shall take all practicable steps to ensure that any of its Staff and Sub-consultants, comply with the Applicable Laws of The Republic of Ghana.	
		21.5	Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in The Republic of Ghana	
		21.6	The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.	
22.	Conflict of Interests	22.1	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.	
	Consultant Not to Benefit from Commissions, Discounts, etc.		22.1.1	The payment of the Consultant pursuant to GCC F (Clauses GCC 49 through 54) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Staff and agents of either of them, similarly shall not receive any such additional payment.
			22.1.2	Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services 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.
	Consultant and Affiliates Not to Engage in Certain Activities		22.1.3	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 .
	Prohibition of Conflicting Activities		22.1.4	The Consultant shall not engage, and shall cause its Staff 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.
	Strict Duty to Disclose Conflicting Activities		22.1.5	The Consultant has an obligation and shall ensure that its Staff 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.
23.	Confidentiality	23.1		Except with the prior written consent of the Client, the Consultant and the Staff 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 Staff make public the recommendations formulated in the course of, or as a result of, the Services.
24.	Liability of the Consultant	24.1		Subject to additional provisions, if any, set forth in the SCC , the Consultant's liability under this Contract shall be as determined under the Applicable Law.
25.	Insurance to be taken out by the Consultant	25.1		The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC , and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 14 .

26. Accounting, Inspection and Auditing	26.1	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.
	26.2	The Consultant shall permit and shall cause its Sub-consultants to permit, the Client and/or persons appointed by the Client 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 the Client if requested by the Client. The Consultant is to note that acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under this Clause constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Client's prevailing sanctions procedures.)
27. Labour Laws	27.1	The Consultant shall comply with all the relevant labour laws applicable in the Country, including laws relating to workers employment, working hours, health, safety, welfare, and immigration and shall allow them all their legal rights.
	27.2	Consultant shall require his employees to obey all applicable laws, including those concerning safety at work.
28. Health and Safety	28.1	The Consultant shall observe all national laws and regulations pertaining to health and safety in the Republic of Ghana and shall at all times take all reasonable precautions to maintain the health and safety of his personnel.
	28.2	The Consultant shall ensure that first aid facilities are available at all times at the site and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.
	28.3	The Consultant shall notify the Client details of any accident as soon as practicable after its occurrence. The Consultant shall maintain records and make reports concerning health, safety, and welfare of persons, and damage to the property, as the Client may reasonably require.

		28.4	The Consultant shall conduct all necessary pathogen awareness programmes including HIV-AIDS awareness, and shall take other such measures as specified in the SCC to reduce the risk of transfer of such pathogens between and among Consultant's personnel, the Clients Staff and the surrounding community during the course of the assignment.
29.	Protection of the Environment	29.1	The Consultant shall at all times observe the laws and regulations regarding the protection of the environment.
30.	Consultants' Actions Requiring Client's Prior Approval	30.1	The Consultant shall obtain the Client's prior approval in writing or in electronic forms that provide record of the content of communication before taking any of the following actions:
		a.	entering into a subcontract for the performance of any part of the Services,
		b.	appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
		c.	changing the Work Plan for Performing the Services; and
			any other action that may be specified in the SCC .
31.	Reporting Obligations	31.1	The Consultant shall submit to the Client the reports and documents specified in Appendix A , in the form, in the numbers and within the time periods set forth in the said Appendix A .
32.	Proprietary Rights of the Client in Reports and Records	32.1	Unless otherwise indicated in the SCC , all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this
			Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall

			not use the same for purposes unrelated to this Contract without prior written approval of the Client.
		32.2	If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC .
33.	Equipment, Vehicles and Materials	33.1	Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant 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 and ensure regular maintenance of same, at the expense of the Client.
		33.2	Any equipment or materials brought by the Consultant or its Staff into the country for the use either for the project or personal use shall remain the property of the Consultant or the Staff concerned, as applicable.
34.	Liquidated Damages	34.1	The Consultant shall pay liquidated damages to the Client at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC . The Client may deduct liquidated damages from payments due to the Consultant.

			Payment of liquidated damages shall not affect the Consultants' liabilities.
35.	Correction for Over-payment	35.1	If the Intended Completion Date is extended after liquidated damages have been paid, the Client shall correct any overpayment of liquidated damages by the Consultant by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Clause GCC 53 .

D. Consultant's Staff and Sub-Consultants

36.	Description of Key Staff	36.1	The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Staff are described in Appendix B .
		36.2	If required to comply with the provisions of Clause GCC 21.1 , adjustments with respect to the estimated time-input of Key Staff 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 Contract Price set forth in Clause GCC 49.2 .
		36.3	If additional work is required beyond the scope of the Services specified in Appendix A , the estimated time-input for the Key Staff may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the Contract Price set forth in Clause GCC 49.1 , the Parties shall sign a Contract amendment.
37.	Replacement of Key Staff	37.1	Except as the Client may otherwise agree in writing, no changes shall be made in the Key Staff.
		37.2	Notwithstanding the above, the substitution of Key Staff 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.
38.	Approval of Additional Key Staff	38.1	If during execution of the Contract, additional Key Staff 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 Staff shall be deemed to have been approved by the Client.
39.	Removal of Staff or Sub-consultants	39.1	If the Client finds that any of the Staff 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.
		39.2	In the event that any of Key Staff, Non-Key Staff 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.
		39.3	Any replacement of the removed Staff or Sub-consultants shall possess equivalent or better qualifications and experience and shall be acceptable to the Client.
40.	Replacement or Removal of Staff – Impact on Payments	40.1	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 Staff provided as a replacement shall not exceed the remuneration which would have been payable to the Staff replaced or removed.
41.	Working Hours, Overtime, Leave, etc.	41.1	Working hours and holidays for Staff are set forth in Appendix B . To account for travel time to/from The Republic of Ghana, Staff carrying out Services inside The Republic of Ghana 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 Republic of Ghana as is specified in Appendix B .
		41.2	The Staff 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.
		41.3	Any taking of leave by Key Staff 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

42. Assistance and Exemptions	42.1	Unless otherwise specified in the SCC , the Client shall use its best efforts to:	
		a.	Assist the Consultant with obtaining 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 Staff 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 Republic of Ghana 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 Staff and their eligible dependents.
		d.	Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
		e.	Assist the Consultant and the Staff 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

				Republic of Ghana according to the applicable law in The Republic of Ghana.
			f.	Assist the Consultant, any Sub-consultants and the Staff of either of them with obtaining the privilege, pursuant to the applicable law in The Republic of Ghana, of bringing into The Republic of Ghana reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Staff and of withdrawing any such amounts as may be earned therein by the Staff in the execution of the Services.
			g.	Provide to the Consultant any such other assistance as may be specified in the SCC .
43.	Access to Project Site	43.1		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 Staff in respect of liability for any such damage, unless such damage is caused by the wilful default or negligence of the Consultant or any Sub-consultants or the Staff of either of them.
44.	Change in the Applicable Law Related to Taxes and Duties	44.1		If, after the date of this Contract, there is any change in the applicable law in The Republic of Ghana with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract Price specified in Clause GCC 49.1
45.	Services, Facilities and Property of the Client	45.1		The Client shall make available to the Consultant, 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 .

		45.2	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 48.3 .
46.	Counterpart Staff	46.1	The Client shall make available to the Consultant free of charge such professional and support counterpart staff, to be nominated by the Client with the Consultant's advice, if specified in Appendix A .
		46.2	If counterpart staff are not provided by the Client to the Consultant as and when specified in Appendix A , the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 49.2 .
		46.3	Professional and support counterpart staff, excluding Client's liaison staff, shall work under the exclusive direction of the Consultant. If any member of the counterpart staff 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.
47.	Timely Responses by Client	47.1	The Client shall provide responses to the reports and documents submitted by the Consultant as specified by the Contract without undue delay including facilitation of timely stakeholder participation.
	Delays by Client	47.2	The Consultant shall be entitled to compensation if the agreed Contract duration is exceeded due to delays caused by the Client. The Compensation shall be based on additional time spent on the project by the Consultant and shall be subject to negotiations between the Consultant and the Client.

			If the parties fail to agree, the Consultant shall be entitled to Price Adjustment as specified in GCC 50.3
48.	Payment Obligation	48.1	In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F as follows.

F. Payments to the Consultant

49.	Contract Price	49.1	An estimate of the Contract Price is set forth in Appendix C (Remuneration).
		49.2	Any change to the Contract price specified in Clause GCC 40.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 17 and have amended in writing the Terms of Reference in Appendix A .
50.	Remuneration and Reimbursable Expenses	50.1	The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.
		50.2	All payments shall be at the rates set forth in Appendix C .
		50.3	Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.
		50.4	The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Staff 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 Staff' list in Appendix B , (iii) the Consultant's profit, and (iv) any other items as specified in the SCC .

		50.5	Any rates specified for Staff not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.	
51.	Taxes and Duties	51.1	The Consultant, Sub-consultants and Staff are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC .	
		51.2	As an exception to the above and as stated in the SCC , all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.	
52.	Currency of Payment	52.1	Any payment under this Contract shall be made in the currency(ies) specified in the SCC .	
53.	Mode of Billing and Payment	53.1	Billings and payments in respect of the Services shall be made as follows:	
			a.	<u>Advance payment.</u> Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the SCC . Unless otherwise indicated in the SCC , an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC . Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix D , or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal instalments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.
			b.	<u>Requests for Payment.</u> As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC , the Consultant shall submit to the Client, in

				<p>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 respectively. Each invoice shall show remuneration and reimbursable expenses separately.</p>
			c.	<p><u>Payments by Client.</u> The Client shall pay the Consultant's invoices within sixty Thirty (30) days [or as specified in the SCC] 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.</p>
			d.	<p><u>The Final Payment</u> .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 sixty(60) calendar days [or as specified in the SCC] after receipt of the final report and final invoice by the Client unless the Client, within such sixty(60) calendar day [or as specified in the SCC] 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</p>

				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.
54.	Interest on Delayed Payments	54.1	If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 53.1 (c) , interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC .	

G. Good Faith

55.	Good Faith	55.1	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
------------	-------------------	------	---

H. Settlement of Disputes

56.	Amicable Settlement	56.1	The Parties shall seek to resolve any dispute amicably by mutual consultation.
------------	----------------------------	------	--

		56.2	If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 57.1 shall apply.
57.	Dispute Resolution	57.1	Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred by either Party to adjudication/arbitration in accordance with the provisions specified in the SCC .

SECTION III: SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

GCC Clause Reference	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.1 and 6.2	<p>The addresses are:</p> <p>Attention: The Ag. Chief Director Ministry of Energy, Accra Address: P.O. Box SD 40, Accra City: Accra Region: Greater - Accra Country: Ghana Telephone: +233 (0) 302 683 961 -3 Digital Address: GA-107-2970 Electronic mail address:- info@energymin.gov.gh</p> <p>Consultant : _____</p> <p>Attention : <u>[specify name of authorized representative]</u> _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A";</i> <i>OR</i> <i>If the Consultant is a Joint Venture consisting of more than one</i> <i>entity, the name of the JV member whose address is specified</i> <i>in Clause SCC6.1 should be inserted here.]</i></p>

	<p>The Lead Member on behalf of the JV is _____</p> <p>[insert name of the member]</p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client:</p> <p>Attention: The Ag. Chief Director</p> <p>Ministry of Energy, Accra</p> <p>Address: P.O. Box SD 40, Accra</p> <p>City: Accra</p> <p>Region: Greater - Accra</p> <p>Country: Ghana</p> <p>Telephone: +233 (0) 302 683 961 -3</p> <p>Digital Address: GA-107-2970</p> <p>Electronic mail address:- info@energymin.gov.gh</p> <p>For the Consultant:[name, title, address]_____</p>
12.1	<p>The effectiveness conditions are the following: <i>[insert "N/A" or list the conditions]</i></p>
13.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be: 2 months</p>
14.1	<p>Commencement of Services:</p> <p>The number of days/months shall be: 25 days</p> <p>Confirmation of Key Staff' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
15.1	<p>Expiration of Contract:</p> <p>The time period shall be _____ <i>[insert time period, e.g.: twelve months]</i>.</p>

22.1.3.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3: Yes
24.1	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <ul style="list-style-type: none"> (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract; <p>(b) This limitation of liability shall not</p> <ul style="list-style-type: none"> (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the laws in The Republic of Ghana <p><u>[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware that any</u></p>

	<p><i>limitation of the Consultant's liability should at the very least be reasonably related to</i></p> <p><i>(a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage.</i></p> <p><i>The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and [reimbursable expenses]. <u>A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable.</u> Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.]</i></p> <p><i>Client shall not indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law in The Republic of Ghana.</i></p>
25.1	<p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Note: Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of _____ <i>[insert amount and currency which should be not less than the total amount of Contract Price];</i></p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in The Republic of Ghana by the Consultant or its Staff or Sub-consultants, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in The Republic of Ghana"];</i></p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in The Republic of Ghana"];</i></p> <p>(d) Client's liability and workers' compensation insurance in respect of the Staff and Sub-consultants in accordance with the relevant provisions of the applicable law in The</p>

	<p>Republic of Ghana, as well as, with respect to such Staff, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
28.4	Other measures for pathogen awareness programmes <i>[please list diseases and specify measures]</i>
30.1.	<i>[where applicable insert other actions of the Consultant which require prior approval of Client, or otherwise delete]</i>
32.1	<i>[Note: If applicable, insert any exceptions to proprietary rights provision_____]</i>
32.2	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
34.1	<p>The specified rate for paying Liquidated Damages is 1% <i>at rate per day.</i></p> <p>The Total payable amount for Liquidated Damages is 10%</p>
42.1 (a) through (f)	<i>[Note: List here any changes or additions to Clause GCC 42.1. If there are no such changes or additions, delete this Clause SCC 42.1.]</i>
42.1(g)	<i>[Note: List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 35.1(f).]</i>

49.2	<p>The Contract Price in foreign currency or currencies is: <i>inclusive</i> of local indirect taxes.</p> <p>The Contract Price in local currency is: _____ <i>[insert amount and currency] [indicate: inclusive or exclusive]</i> of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: "be paid" or "reimbursed"]</i> by the Client <i>[insert as appropriate: "for" or "to"]</i> the Consultant.</p>
50.3	<p>Price adjustment on the remuneration: does apply</p> <p><i>[Note: If the Contract is less than 12 months, price adjustment may apply.]</i></p> <p>If the Contract has duration of more than 12 months, a price adjustment provision on the remuneration for foreign and/or local inflation shall be included here. The adjustment should be made every 6 months after the date of the contract for remuneration in foreign currency and – except if there is very high inflation in The Republic of Ghana, in which case the adjustments should be made every three (3) months after the date of Contract at the same intervals for remuneration in local currency. Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in local currency by using the corresponding index for The Republic of Ghana. A sample provision is provided below for guidance:</p> <p>{Payments for remuneration made in <i>[foreign and/or local]</i> currency shall be adjusted as follows:</p> <p>(1) Remuneration paid in foreign currency on the basis of the rates set forth in Appendix C shall be adjusted every 6 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:</p>

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

where

R_f is the adjusted remuneration;

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

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

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

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

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

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

where

	<p>R_i is the adjusted remuneration;</p> <p>R_{i0} is the remuneration payable on the basis of the remuneration rates (Appendix C) in local currency;</p> <p>I_i is the official index for salaries in The Republic of Ghana for the first month for which the adjustment is to have effect; and</p> <p>I_{i0} is the official index for salaries in The Republic of Ghana for the month of the date of the Contract.</p> <p><i>[Note: For contracts with duration less than 12 months affected by very high inflation in The Republic of Ghana, remuneration paid in local currency pursuant to the rates set forth in Appendix C shall be adjusted every 3 months (and, for the first time, with effect for the remuneration earned in the 7th calendar month after the date of the Contract)]</i></p> <p>The Client shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_i and I_{i0} in the adjustment formula for remuneration paid in local currency: <i>[Legitimate sources of indices include Ghana Statistical Services and The Bank of Ghana.]</i></p>
51.1 and 51.2	<p><i>[Note: The Client decides whether the Consultant (i) should be exempted from indirect local tax, or (ii) should be reimbursed by the Client for any such tax they might have to pay (or that the Client would pay such tax on behalf of the Consultant)]</i></p> <p>The Client warrants that <i>[choose one applicable option consistent with the ITC 7.4 and the outcome of the Contract's negotiations:</i></p> <p>If ITC 7.4 indicates a tax exemption status, include the following: "the Consultant, the Sub-consultants and the Staff shall be exempt from"</p> <p>OR</p>

	<p>If ITC 7.4 does not indicate the exemption and, depending on whether the Client shall pay the withholding tax or the Consultant has to pay, include the following:</p> <p>“the Client shall pay on behalf of the Consultant, the Sub-consultants and the Staff,” OR “the Client shall reimburse the Consultant, the Sub-consultants and the Staff”]</p> <p>any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in The Republic of Ghana, on the Consultant, the Sub-consultants and the Staff in respect of:</p> <ul style="list-style-type: none"> (a) any payments whatsoever made to the Consultant, Sub-consultants and the Staff (other than nationals or permanent residents of The Republic of Ghana), in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought into The Republic of Ghana by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them; (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client; (d) any property brought into The Republic of Ghana by the Consultant, any Sub-consultants or the Staff (other than nationals or permanent residents of The Republic of Ghana), or the eligible dependents of such Staff for their personal use and which will subsequently be withdrawn by them upon their respective departure from The Republic of Ghana, provided that: <ul style="list-style-type: none"> (i) the Consultant, Sub-consultants and Staff shall follow the usual customs procedures of The Republic of Ghana in importing property into The Republic of Ghana; and (ii) if the Consultant, Sub-consultants or Staff do not withdraw but dispose of any property in The
--	---

	<p>Republic of Ghana upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Staff, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of The Republic of Ghana, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into The Republic of Ghana.</p>
52.1	<p>The currency [currencies] of payment shall be the following: <i>[list currency(ies) which should be the same as in the Financial Proposal, Form 4B:Summary of Costs]</i></p>
53.1(a)	<p><i>[Note: The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]</i></p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment [of <i>[insert amount]</i> in foreign currency] [and of <i>[insert amount]</i> in local currency] shall be made within <i>[insert number]</i> days after the Effective Date. The advance payment will be set off by the Client in equal instalments against the statements for the first <i>[insert number]</i> months of the Services until the advance payment has been fully set off.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</p>
53.1(b)	<p><i>[Note: Delete this Clause SCC 45.1(b) if the Consultant shall have to submit its itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals:</i></p> <p>The Consultant shall submit to the Client itemized statements at time intervals of _____ <i>[e.g. “every quarter”, “every six months”, “every two weeks”, etc..]</i></p>

53.1 (e)	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>
54.1	<p>The interest rate is: <i>[insert rate]</i>.</p>
57.1	<p>Disputes shall be settled by either of the following options :-</p> <ol style="list-style-type: none"> (1) administrative review provided under the Public Procurement Act, 2003 (Act 663); or (2) arbitration in accordance with the following provisions: <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the

	<p>Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> <p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute</p>
--	--

	<p>and shall not be a national of the Consultant's home country [Note: <i>If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none"> (a) the country of incorporation of the Consultant [Note: <i>If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract. <p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> (a) proceedings shall, unless otherwise agreed by the Parties, be held in [<i>select a country which is neither The Republic of Ghana nor the Consultant's country</i>]; (b) the [<i>type of language</i>] language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
--	---

APPENDICES

Appendix A – Terms of Reference

[Note: This Appendix shall include the final Terms of Reference (ToR) 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 5 (Terms of Reference) of the ITC in the RFP and modified based on the Technical Proposal Forms 3A through 3H in the Consultant's Proposal. Highlight the changes to Section 5 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 is required.

Appendix B - Key Staff

[Insert a table based on Form 3F of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Staff) demonstrating the qualifications of Key Staff.]

[Specify Hours of Work for Key Staff: List here the hours of work for Key Staff; 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 3I. 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 – Breakdown of Contract Price

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

Model Form I

Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Staff 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])*

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

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____

Appendix D - Advance Payments Guarantee

Bank Guarantee for Advance Payment

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

Beneficiary: _____ [Name and Address of Client]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

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

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

At the request of the Consultant, we _____ [name of bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] (_____) [amount in words]¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Contract.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made full repayment of the amount of the advance payment, or on the ___ day of _____, 2____,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might

[signature(s)]

consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

