

Attachment:

RFP for the Project Management and Supervision of the Lagos and Ogun Power Transmission System Improvement Project.



Request for Proposals

Selection of Consultants for

Project Management and Supervision of the Lagos and Ogun Power Transmission System Improvement Project

LOI No. : TCN/JICA-PIU/PC – 01

Client : Transmission Company of Nigeria
(TCN)

Country : Nigeria

JICA Loan No. : to be determined later

Project: : Lagos and Ogun Power Transmission
System Improvement Project

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PART 1 – SELECTION PROCEDURES

Quality- and Cost-Based Selection (QCBS)

Section I. Instructions to Consultants

The Instructions to Consultants governing this selection process are the “Instructions to Consultants, Option B – QCBS, Section 2” of the Standard Request for Proposals (version 1.1) published by JICA in October 2012. Those Instructions to Consultants are available on the JICA’s web site shown below:

http://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/guide/tender/index.html

Section II. Data Sheet

A. General	
ITC 1.1(b)	The Applicable Guidelines are those published in April 2012
ITC 2.1	<p>The Letter of Invitation: <i>TCN/JICA-PIU/PC – 01</i></p> <p>The Client is: <i>Transmission Company of Nigeria (TCN) located in Nigeria.</i></p> <p>The Project is: <i>Lagos and Ogun Power Transmission System Improvement Project.</i></p> <p>The name of the Assignment is: <i>Project Management and Supervision of the Lagos and Ogun Power Transmission System Improvement Project.</i></p>
ITC 2.3	<p>The Borrower is: <i>The Federal Government of Nigeria</i></p> <p>The number of the JICA Loan Agreement is: <i>to be determined later.</i></p> <p>The amount of a Japanese ODA Loan is: <i>26,180 million Japanese Yen.</i></p> <p>The Loan Agreement is expected to be signed in: <i>May 2022.</i></p> <p>The other sources of finance are: <i>Not Applicable</i></p>
ITC 2.7	<p>The following inputs, project data, reports, etc. are provided to facilitate the preparation of the Proposals:</p> <p><i>Report on Preparatory Survey for Power Transmission Project in Federal Republic of Nigeria</i></p>
ITC 4.1(b)	<p>The list of ineligible firms and individuals is available at the JICA's website: www.jica.go.jp/english/our_work/compliance</p>
ITC 4.1(c)	<p>The list of debarred firms and individuals is available at the World Bank's website: www.worldbank.org/debar</p>
B. Preparation of Proposals	
ITC 6.4	Language of the Proposals: English
ITC 7.1	Proposals must remain valid 90 days after the Proposal submission deadline date, i.e. until: 19th September 2022

ITC 7.9(a)	This DS 7.9(a) is not applicable
ITC 8.1	<p>For <u>clarification purposes</u> only, the Client's address is:</p> <p><i>Attention: Engr. M. A. Ajibade</i></p> <p><i>Mailing Address: Project Manager (JICA PIU), Plot 1226 Cadastral Zone A07, Aminu Kanu Crescent, Wuse 2, Abuja</i></p> <p><i>Email: jica.piu@tcn.org.ng, ajibade.mathew@tcn.org.ng</i></p> <p>Responses to any request for clarification will not be published on the Client's web page.</p>
ITC 8.2	<p>A pre-proposal conference will take place at the following date, time and place.</p> <p>Date : 9th May, 2022</p> <p>Time : <i>11 A.M local time</i></p> <p>Place: <i>JICA PIU, Plot 1226 Cadastral Zone A07, Aminu Kanu Crescent, Wuse 2, Abuja (Zoom link will be shared for online participation)</i></p> <p>The Client's representative in charge of pre-proposal conference:</p> <p>Name : <i>Engr. M. A. Ajibade</i></p> <p>Mailing Address : <i>Plot 1226 Cadastral Zone A07, Aminu Kanu Crescent, Wuse 2, Abuja</i></p> <p>Telephone : <i>+2348035890382</i></p> <p>E-mail : <i>jica.piu@tcn.org.ng, ajibade.mathew@tcn.org.ng</i></p>
ITC 10.1(d)	The Consultant shall submit the following additional documents in its Technical Proposal:: <i>None</i>
ITC 11.1	<p>Minimum numbers of man-months for Experts that must be shown on the Expert schedule are:</p> <ul style="list-style-type: none"> - International Experts: <i>237 man-months.</i> - Local Experts : <i>334 man-months.</i> - Total : <i>571 man-months.</i>
ITC 11.1(a)(ii)	<p>(1) <i>Per diem allowance in respect of Experts of the Consultant</i></p> <p>(2) <i>International and local Airfare</i></p> <ul style="list-style-type: none"> - <i>International Airfare:</i> - <i>Domestic Travel Airfare</i>

	<p>(3) <i>cost of office accommodation,</i></p> <ul style="list-style-type: none"> – <i>office rent</i> – <i>Office Furniture and Equipment</i> <p>(4) <i>land transportation including vehicles purchase, operation and rental;</i></p> <ul style="list-style-type: none"> – <i>vehicles purchase (6 nos 4x4 Hilux Auto–Transmission 2020 model) + Insurance;</i> – <i>Vehicle Operation (Fuel and maintenance)</i> – <i>Driver Salary</i> – <i>vehicles rentals (various)</i> <p>(5) <i>cost of international or local communications such as the use of telephone and facsimile required for the purpose of the Services;</i></p> <ul style="list-style-type: none"> – <i>Communication Cost (mail, phone, internet etc)</i> <p>(6) <i>cost, rental and freight of any equipment required to be provided by the Consultants for the purposes of the Services;</i></p> <ul style="list-style-type: none"> – <i>Office Supply</i> <p>(7) <i>cost of printing and dispatching of the reports to be produced for the Services;</i></p> <ul style="list-style-type: none"> – <i>Report Preparation;</i> <p>(8) <i>miscellaneous administrative and support costs including office operations, support personnel and translation;</i></p> <ul style="list-style-type: none"> – <i>Office Running Cost (Utilities)</i> – <i>support staff</i> <p>(9) <i>cost of procuring the professional liability insurance in accordance with Sub-Clause SCC 3.5(b).</i></p>
ITC 11.1(b) (ii)	<p>The amount of the Provisional Sum for Contingency Allowance shall be as follows:</p> <p>8% of the summation of the Sub-Total of the Competitive Component and the specified Provisional Sums; as indicated in the Financial Proposal submitted by the Consultant, in the currency or currencies in which the above summation is expressed.</p>
ITC 11.1(b)(v)	<p>The rates and prices quoted by the Consultant shall be:</p> <p style="text-align: center;">Subject to adjustment</p>

ITC 11.2(b)	Information on the Consultant’s tax liabilities in the Client’s country can be found https://www.firs.gov.ng/SiteApplication/Home/Home.aspx https://taxaide.com.ng/files/FURTHER-EXPLANATORY-COMMENTS-ON-WITHHOLDING-TAX-200602%20(1).pdf												
ITC 11.2(c)	<p>Exemptions from duties, taxes or levies which are described under this ITC 11.2(c) fall into two categories, namely:</p> <ul style="list-style-type: none">– “No Pay” category: The Consultant shall be entitled to exemption from tax liabilities falling into this category, without having to make any payment arising from or out of or in connection with such liabilities.– “Pay & Reimburse” category: The Consultants shall be entitled to exemption from tax liabilities, falling into this category, provided that the Consultant first makes all payments arising from, or out of, or in connection with, such liabilities and then apply for reimbursement from the relevant authority, following the procedure prescribed by such authority. <p>A. In accordance with the Exchange of Notes between the Government of the Client’s country and the Government of Japan:</p> <p>(i) & (ii) duties, taxes and levies listed in the table below shall be exempted.</p> <table><tr><th>No.</th><th>Duty/ Tax/ Levy</th><th>Exemption Category</th></tr><tr><td>1</td><td>Corporate income tax, including Withholding tax, on any Japanese companies, operating as a consultant, with respect to the income accruing from the supply of products and/or services to be provided under Japanese ODA Loans.</td><td><i>“No Pay”</i></td></tr><tr><td>2.</td><td>Personal income tax on Japanese employees engaged in the implementation of the Project for their personal income derived from a Japanese company operating as a consultant for the implementation of the Project.</td><td><i>“No Pay”</i></td></tr><tr><td>3.</td><td>Custom duties and related fiscal charges on any Japanese companies</td><td></td></tr></table>	No.	Duty/ Tax/ Levy	Exemption Category	1	Corporate income tax, including Withholding tax, on any Japanese companies, operating as a consultant, with respect to the income accruing from the supply of products and/or services to be provided under Japanese ODA Loans.	<i>“No Pay”</i>	2.	Personal income tax on Japanese employees engaged in the implementation of the Project for their personal income derived from a Japanese company operating as a consultant for the implementation of the Project.	<i>“No Pay”</i>	3.	Custom duties and related fiscal charges on any Japanese companies	
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<p>(iii) duties, taxes and levies listed below shall be paid by the Client on behalf of the Consultant: (<i>Import duty, VAT</i>)</p> <p>(iv) The DS 11.2 (a) in the text of ITC 11.2 (c) shall be read as DS 11.2 (c).</p>							
ITC 11.3	<p>The currency(ies) of the Financial Proposal shall be as described below:</p> <p>(a) the input to the Services that the Consultant expects to supply from within the Client’s country shall be quoted in (A)<i>Naira</i>, referred to as “the local currency”, to Two (2) decimal place (₦0.00); and</p> <p>(b) the inputs to the Services that the Consultant expects to supply from outside the Client’s county (referred to as “the foreign currency”), shall be quoted in:</p> <p>(i) <i>Japanese Yen (JPY), with no decimal places; and/or</i></p> <p>(ii) <i>US DOLLARS to two decimal place and/or</i></p> <p>(iii) <i>EURO to two decimal places. .</i></p>						
C. Submission, Opening and Evaluation of Proposals							
ITC 12.3	In addition to <i>the original</i> of the Technical and Financial Proposal, the number of copies is: <i>Two (2) additional copies and one (1) soft copy</i>						

ITC 12.7	<p>For <u>Proposal submission purposes</u> only, the <i>Client's address</i> is: <i>Project Implementation Unit (TCN-JICA)</i> <i>Attention: Engr. M. A. Ajibade</i> <i>Tel: +234 803 5890 382</i> <i>Mailing Address: Plot 1226 Cadastral Zone A07, Aminu Kanu Crescent, Wuse 2, Abuja.</i></p> <p>The Proposal submission deadline is: Date: : 20th June, 2022 Time: <i>12:00 Noon local time</i></p>										
ITC 13.1	<p>The opening of the Technical Proposals shall take place at: Mailing Address: Transmission Company of Nigeria Project Implementation Unit (TCN-JICA) Plot 1226 Cadastral Zone A07, Aminu Kanu Crescent, Wuse 2, Abuja Nigeria <u>Attention:</u> Engr. M. A. Ajibade – Project Manager <i>Date: 20th June, 2022</i> <i>Time: 12:00 Noon local time</i></p>										
ITC 13.7	<p>The opening of the Financial Proposals is expected to take place at: Mailing Address: Plot 1226 Cadastral Zone A07, Aminu Kanu Crescent, Wuse 2, Abuja Date: 8th August, 2022</p>										
ITC 14.3	<p>The minimum Technical Score required to be achieved: Seventy (70) Points.</p> <p>Criteria, sub-criteria, and point system for the evaluation are as follows:</p> <table data-bbox="389 1491 1380 1890"> <thead> <tr> <th><u>Criteria/ Sub Criteria</u></th><th><u>Points</u></th></tr> </thead> <tbody> <tr> <td colspan="2">(a) Experience of the Consultants relevant to the assignment:</td></tr> <tr> <td>(i) Experience of international projects of comparable size, complexity and technical specialty. (Projects in the last Ten Years will be evaluated)</td><td>[6]</td></tr> <tr> <td>(ii) Experience in Sub-Saharan African Countries:</td><td>[2]</td></tr> <tr> <td>(iii) Experience in Japanese ODA projects</td><td>[2]</td></tr> </tbody> </table>	<u>Criteria/ Sub Criteria</u>	<u>Points</u>	(a) Experience of the Consultants relevant to the assignment:		(i) Experience of international projects of comparable size, complexity and technical specialty. (Projects in the last Ten Years will be evaluated)	[6]	(ii) Experience in Sub-Saharan African Countries:	[2]	(iii) Experience in Japanese ODA projects	[2]
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	<p style="text-align: right;">Total points for criterion (a): [10]</p> <p>(b) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</p> <table> <tr> <td>(i) Technical approach and methodology</td><td style="text-align: right;">[15]</td></tr> <tr> <td>(ii) Work plan</td><td style="text-align: right;">[10]</td></tr> <tr> <td>(iii) Organization and staffing</td><td style="text-align: right;">[5]</td></tr> </table> <p style="text-align: right;">Total points for criterion (b): [30]</p> <p>(c) Key Experts' qualifications and competence for the assignment:</p> <table> <tr> <td>(i) A1–Team Leader</td><td style="text-align: right;">[10]</td></tr> <tr> <td>(ii) A2– Substation Engineer</td><td style="text-align: right;">[7]</td></tr> <tr> <td>(iii) A4–Transmission Lines Engineer (Deputy Team Leader)</td><td style="text-align: right;">[8]</td></tr> <tr> <td>(iv) A5– Environmental Safeguards Specialist</td><td style="text-align: right;">[6]</td></tr> <tr> <td>(v) A6– Social Safeguards Specialist (Resettlement and Social Considerations)</td><td style="text-align: right;">[6]</td></tr> <tr> <td>(vi) A10–Contract Management specialist/Tender Expert</td><td style="text-align: right;">[7]</td></tr> <tr> <td>(vii) B1– Substation Engineer (Co-team Leader)</td><td style="text-align: right;">[6]</td></tr> <tr> <td>(viii) B4–Transmission Lines Engineer</td><td style="text-align: right;">[5]</td></tr> </table> <p style="text-align: right;">Total points for criterion (c): [55]</p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <table> <tr> <td>a. General qualifications</td><td style="text-align: right;">[10%]</td></tr> <tr> <td>b. Adequacy for the assignment</td><td style="text-align: right;">[80%]</td></tr> <tr> <td>c. Familiarity with the language and the conditions of the country</td><td style="text-align: right;">[10%]</td></tr> </table> <p>(d) Suitability of the transfer of knowledge (training) programme (<i>optional</i>):</p> <table> <tr> <td>(i) Relevance of training programme</td><td style="text-align: right;">[1]</td></tr> <tr> <td>(ii) Training approach and methodology</td><td style="text-align: right;">[2]</td></tr> <tr> <td>(ii) Qualifications of trainers</td><td style="text-align: right;">[2]</td></tr> </table> <p style="text-align: right;">Total points for criterion (d): [5]</p> <p style="text-align: right;">Total points for the all four criteria [(a) +(b)+(c)+(d)]: 100</p>	(i) Technical approach and methodology	[15]	(ii) Work plan	[10]	(iii) Organization and staffing	[5]	(i) A1–Team Leader	[10]	(ii) A2– Substation Engineer	[7]	(iii) A4–Transmission Lines Engineer (Deputy Team Leader)	[8]	(iv) A5– Environmental Safeguards Specialist	[6]	(v) A6– Social Safeguards Specialist (Resettlement and Social Considerations)	[6]	(vi) A10–Contract Management specialist/Tender Expert	[7]	(vii) B1– Substation Engineer (Co-team Leader)	[6]	(viii) B4–Transmission Lines Engineer	[5]	a. General qualifications	[10%]	b. Adequacy for the assignment	[80%]	c. Familiarity with the language and the conditions of the country	[10%]	(i) Relevance of training programme	[1]	(ii) Training approach and methodology	[2]	(ii) Qualifications of trainers	[2]
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ITC 14.6	<p>The currency that shall be used for Proposal evaluation and comparison purposes to convert all proposed Prices expressed in various currencies into a single currency is: US Dollars</p> <p>The source of exchange rate shall be: Central Bank of Nigeria (CBN)</p> <p>The date for the exchange rate shall be: 1st June 2022</p>
ITC 14.8	Quality–Cost Ratio <i>80:20</i>
D. Negotiations and Award	
ITC 15.1	<p>The expected date and address for contract negotiations:</p> <p>Date: 19th September, 2022</p> <p>Mailing Address:</p> <p>Project Implementation Unit (TCN–JICA)</p> <p>Plot 1226 Cadastral Zone A07, Aminu Kanu Crescent, Wuse 2, Abuja, Nigeria</p>
ITC 17.2	<p>The expected date and location for commencement of consulting services:</p> <p>Date: 1st November 2022</p> <p>Mailing Address:</p> <p>Project Implementation Unit (TCN–JICA)</p> <p>Plot 1226 Cadastral Zone A07, Aminu Kanu Crescent, Wuse 2, Abuja, Nigeria</p>

Section III. Technical Proposal Forms

Table of Technical Proposal Forms

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Form TECH-1: Technical Proposal Submission Form

Date : *[insert date of Proposal submission]*
LOI No. : *[insert Letter of Invitation number]*
Project : *[insert name of Project]*
Assignment : *[insert name of Assignment]*

To: *[insert full Name and mailing address of Client]*

Dear Sir/ Madam:

We, the undersigned, offer to provide the consulting services for *[insert name of assignment]* in accordance with your Request for Proposals dated *[insert Date of LOI]* and our Proposal.

We are hereby submitting our Proposal which includes *[insert “this Technical Proposal, and a Financial Proposal sealed in a separate envelope” or, “this Technical Proposal only” as appropriate]*.

[insert the following in case of a Consultant JV]

We are submitting our Proposal as a Joint Venture comprising of: *[insert a list with the full name and the legal address of each member, starting from the lead member]*. We have attached a copy *[insert: “of our letter of intent to form a Joint Venture” or, “of the JV Agreement” as appropriate]* signed by each member, which details the likely legal structure of and the confirmation of joint and severable liability of each member of the said Joint Venture.

[insert the following if the Consultant proposes Subconsultants]

We have proposed in our proposal the following firms as Subconsultants: *[insert a list with the full name and the legal address of each Subconsultant.]*

We hereby declare that:

- (a) All the information provided and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in Section II, Data Sheet (DS) 7.1.

- (c) We including Subconsultants have no conflict of interest in accordance with Section I. Instructions to Consultant (ITC) 3.
- (d) We meet the eligibility requirements as stated in ITC 5.
- (e) We undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 7.6 and ITC 15.4 may lead to the termination of Contract negotiations.
- (f) Our Proposal shall be binding upon us and subject to any modifications resulting from the Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in DS 7.1.
- (g) We understand that the Client is not bound to accept any Proposal that the Client receives.
- (h) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

We remain,

Yours sincerely,

Authorized Signature : *[insert signature of the person duly authorised to sign the Proposal, in full and initials]*

Name and Title of Signatory: *[insert full name and title of the person above]*

Name of Consultant : *[insert name of firm or JV, as appropriate]*

In the capacity of : *[insert position of the person signing above]*

Contact information : *[insert mailing address]*

[insert tel. no. with country and city codes]

[insert fax no. with country and city codes]

[insert email address]

[Person signing the Proposal shall have the Power of Attorney given by the Client to be included in the Technical Proposal.]

Form TECH-2: Consultant's Organization and Experience

A – Consultant's Organization

[Provide here a brief (two pages for each firm comprising the Consultant) description of the organization and general experience of the Consultant and, if applicable, each JV member for this assignment.]

B – Consultant's Experience

[Using the format below, provide information on each assignment for which your firm and each JV member for this assignment, was legally contracted either individually as a single firm or as a lead firm or one of the member of a JV, for carrying out consulting services similar to the ones requested under this assignment. The experience of affiliated entities (such as the parent company(ies), group company(ies), subsidiary(ies) or other affiliate(s)) shall not be included. Use about 20 pages.]

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country:	Duration of assignment (months):
Location within country:	
Name of Client:	Total No. of man-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year):	No. of professional man-months provided by JV members or Subconsultants:
Completion date (month/year):	Funding Source:
Name of joint venture member or Subconsultants, if any:	
Narrative description of Project:	
Description of actual services provided by the firm in the assignment:	

Firm's Name: _____

Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client

A – On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to enhance performance in carrying out the assignment (such as adding others, or proposing a different phasing of the activities), if any.]

B – On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client including: administrative support, office space, local transportation, equipment, data, background reports, etc., if any.]

Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment

[Technical approach, methodology and work plan are key components of the Technical Proposal. It is suggested that the Consultant presents its Technical Proposal (about 50 pages, inclusive of charts and diagrams) divided into the following three chapters:

(a) Technical Approach and Methodology:

The Consultant shall explain its understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.

The Consultant shall highlight the problems being addressed and their importance, and explain the technical approach it would adopt to address them. The Consultant shall also explain the methodologies it proposes to adopt and highlight the compatibility of those methodologies with the proposed approach. Staffing for training shall also be explained, if so required in the TOR. A simple repeat/copy of the TOR will not be appropriate.

(b) Work Plan:

The Consultant shall propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan shall be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan.

A list of the final documents, including reports, drawings, and tables to be delivered as final output, shall be included here. The work plan shall be consistent with the Work Schedule of Form TECH-8.

(c) Organization and Staffing:

The Consultant shall propose the structure and composition of its team. The Consultant shall list the main disciplines of the assignment, the Key Experts and Non-Key Experts, and proposed technical and administrative support staff. The Consultant shall also specify if it will be the lead firm in a JV or in an association with Subconsultants. In the case of a JV, a copy of the JV Agreement or a formal letter of intent to form a JV must be included in the Technical Proposal, as specified in Form TECH-1.]

[illegible]

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

[The *Consultant* shall prepare the CV of each Key Expert it proposes, using the format below (about 5 pages for each Key Expert).]

1. General

Position Title and No.	[e.g., K-1, TEAM LEADER] [Note: only one candidate shall be nominated to each position.]
Name of Key Expert	[Insert full name]
Name of the Firm proposing the Key Expert	
Date of Birth	[day/month/year]
Nationality	
Country of Citizenship/Residence	

2. Education

[List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained]

3. Employment record relevant to the assignment

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

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

**Contact information for references is required only for assignments during the last 3 years.*

4. Membership in Professional Associations and Publications:

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

6. Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:

[list major deliverables/tasks as in TECH- 5 in which the Expert will be involved]

Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks

[insert Name of Project No. 1]

Country	:
Period	:
Client	:
Funding Source	:
Type of Service	:
Position	:
Description of work/ Assignment	:

[insert Name of Project No. 2]

Country	:
Period	:
Client	:

Funding Source	:	
Type of Service	:	
Position	:	
Description of work/ Assignment	:	
[insert Name of Project No. 3]		
Country	:	
Period	:	
Client	:	
Funding Source	:	
Type of Service	:	
Position	:	
Description of work/ Assignment	:	
[insert Name of Project No.]		
Country	:	
Period	:	
Client	:	
Funding Source	:	
Type of Service	:	
Position	:	
Description of work/ Assignment	:	
[insert Name of Project No.]		
Country	:	
Period	:	
Client	:	
Funding Source	:	
Type of Service	:	
Position	:	

Description of work/ Assignment	:
------------------------------------	---

7. Certification:

I, the undersigned, certify to the best of my knowledge and belief that:

- (a) This CV correctly describes my qualifications and my experience;
- (b) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in the Expert Schedule in Form TECH-7 provided team mobilization takes place within the validity of this proposal or any agreed extension thereof;
- (c) I am committed to undertake the assignment within the validity of Proposal;
- (d) I am not part of the team who wrote the terms of reference for this consulting services assignment;
- (e) I am, pursuant to Clauses 3 and 4 of the Instructions to Consultants, eligible for engagement.

I understand that any misstatement described herein may lead to my disqualification or dismissal, if engaged.

*[Signature of Key Expert or authorized representative of the firm]*¹

Date: _____
 Day/Month/Year



Full name of authorized representative: _____

Notes for the Consultants

1. This CV can be signed by an authorized representative of the Consultant. If the Consultant's proposal is ranked first, a copy of the CV signed by the Key Expert must be submitted to the Client prior to the commencement of contract negotiations.

Form TECH-7: Expert Schedule¹

No	Name of Expert / Position/ Category (International or Local)	Professional Expert input (in the form of a bar chart) ²													Total man-month ⁵ input			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home ³	Field ⁴	Total	
Key Experts																		
ex.	Mr. XYZ Project Manager (International)	[Home]																
		[Field]																
1																		
2																		
n																		
													Subtotal					
Non-Key Experts																		
1		[Home]																
		[Field]																
2																		
n																		
													Subtotal					
													Total					

 Continuous input
 Intermittent input

Notes for the Consultant

1. The input shall be indicated:
 - (a) In case of Key Experts, individually (by name) for each position;
 - (b) In case of Non-Key Experts, either individually (by name) or, if appropriate by category (e.g. economists, financial analysts, etc.).
2. Months are counted from the start of the assignment. For each Expert, the input for home and field work shall be indicated separately.
3. Home work means:
 - (a) in case of an International Expert, work carried out in his/ her country of residence.
 - (b) in case of a Local Expert, work carried at his/her normal place of work.
4. Field work means:
 - (a) in case of an International Expert, work carried out in a country other than his/ her country of residence.
 - (b) in case of a Local Expert, work carried at a place other than his/ her normal place of work.
5. If a time-based contract form is included in the RFP, Working Days and Hours shall be as set forth in Clause 4.6 of the Conditions of Contract.

Form TECH-8: Work Schedule

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

Notes for the Consultants

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

Form TECH-9 (Form ACK): Acknowledgement of Compliance with the Guidelines for Employment of Consultants

A) I, *[insert name and position of authorized signatory]* being duly authorized by *[insert name of Consultant/members of joint venture] ("JV")* (hereinafter referred to as the "Consultant") to execute this Acknowledgement of Compliance with Guidelines for Employment of Consultants under Japanese ODA Loans, hereby certify on behalf of the Consultant and myself that:

- (i) all information provided in the Technical and Financial Proposals (collective "Proposals") submitted by the Consultant and its subconsultant for *[insert name of the Project, and name, number and identification of assignment as stated in DS 2.1]* (hereinafter called "the Project") is true, correct and accurate to the best of the Consultant's and my knowledge and belief; and
- (ii) the Consultant or any of its subconsultants has not, directly or indirectly, taken any action which is or constitutes a corrupt or fraudulent practice and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines and the Request for Proposals.

<If debarment for more than one year by the World Bank Group is NOT imposed, use the following sentence B).>

B) I certify that the Consultant has NOT been debarred by the World Bank Group for more than one year since the date of issuance of the Request for Proposals.

<If debarment for more than one year by the World Bank Group has been imposed BUT three (3) years have passed since the date of such debarment decision, use the following sentence B').>

B') I certify that the Consultant has been debarred by the World Bank Group for a period more than one year BUT that on the date of issuance of the Request for Proposals at least three (3) years had passed since the date of such debarment decision. Details of the debarment are as follows:

name of the debarred firm	starting date of debarment	ending date of debarment	reason for debarment

C) I certify that the Consultant will not enter into a subcontract with a firm or an individual which has been debarred by the World Bank Group for a period more than one year, unless on the date of the subcontract at least three (3) years have passed since the date of such debarment decision.

D) I certify, on behalf of the Consultant and its subconsultants that if selected to undertake services in connection with the Contract, the Consultant and its subconsultants shall

carry out such services in continuing compliance with the terms and conditions of the Contract.

- E) I further certify, on behalf of the Consultant and its subconsultants, that if the Consultant or any of its subconsultants is requested, directly or indirectly, to engage in any corrupt or fraudulent act or practice under any applicable law, such as the payment of a rebate, at any time or any stage of a process of consultant selection such as negotiations, execution or implementation of contract (including amendment thereof), the Consultant shall report all relevant facts regarding such request to the relevant section in JICA (details of which are specified below) in a timely manner.

JICA's information desk on fraud and corruption (A report can be made to either of the offices identified below.)

- (1) JICA Headquarters: Legal Affairs Division, General Affairs Department

URL: <https://www2.jica.go.jp/en/odainfo/index.php>

Tel: +81 (0)3 5226 8850

- (2) JICA Nigeria office

Tel: +234-(0)81-2560-1222

The Consultant acknowledges and agrees that the reporting obligation stated above shall NOT in any way affect the Consultant's responsibilities, obligations or rights, under relevant laws, regulations, contracts, guidelines or otherwise, to disclose or report such request or other information to any other person(s) or to take any other action, required to or allowed to, be taken by the Consultant. The Consultant further acknowledges and agrees that JICA is not involved in or responsible for the selection process in any way.

- F) If any of the statements made herein is subsequently proven to be untrue or incorrect based on facts subsequently determined, or if any of the warranties or covenants made herein is not complied with, the Consultant will accept, comply with, and not object to any remedies taken by the Client and any sanctions imposed by or actions taken by JICA.

Authorized Signatory

[Insert name of signatory; title]

For and on behalf of the Consultant

[insert name of the Consultant]

Date: *[insert Date]*

Section IV. Financial Proposal Forms

Table of Financial Forms

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Form FIN-2: Summary of Costs.....	4
Form FIN-3: Remuneration.....	6
Form FIN-4: Reimbursable Expenses.....	8
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Form FIN-1: Financial Proposal Submission Form

Date : *[insert date of Proposal submission]*
LOI No. : *[insert Letter of Invitation number]*
Project : *[insert name of Project]*
Assignment : *[insert name of Assignment]*

To: *[insert full Name and mailing address of Client]*

Dear Sir/ Madam:

We, the undersigned, offer to provide the consulting services for *[insert name of assignment]* in accordance with your Request for Proposals dated *[insert Date of LOI]* and our Proposal.

We are hereby submitting our Financial Proposal for the sum of *[insert amount(s) in words and figures]*.

We hereby declare that:

- (a) Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Section II, Data Sheet 7.1.
- (b) We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature : *[insert signature of the person duly authorised to sign the Proposal, in full and initials]*

Name and Title of Signatory: *[insert full name and title of the person above]*

Name of Consultant : *[insert name of firm or JV, as appropriate]*

In the capacity of : *[insert position of the person signing above]*

Contact information : *[insert mailing address]*
[insert tel. no. with country and city codes]
[insert fax no. with country and city codes]

[insert email address]

Notes for the Consultants

1. Amounts must coincide with the ones indicated under Total in Form FIN-2. This amount is inclusive of the local indirect taxes.

Form FIN-2: Summary of Costs

Competitive Components:	JPY	AAA¹	BBB²
--------------------------------	------------	------------------------	------------------------

Remuneration

Reimbursable Expenses

Sub-Total³

Non-Competitive Components:

Specified Provisional Sum⁴

Provisional Sum for Contingency Allowance⁴

Local Indirect Taxes Estimates⁵

- “Pay & Reimburse” Exemptions*
 - Paid by Client on behalf of Consultant*
 - Payable by the Consultant*
-

Sub-Total

Total

Notes for the Consultants

1. The Consultant shall indicate other international trading currency(ies), if any.
2. The Consultant shall indicate the local currency.
3. The Consultant shall indicate the aggregate costs, which shall be exclusive of any items included in the Non-Competitive Components as indicated in the form, in each currency for remuneration and reimbursable expenses. Such aggregate costs must coincide with the sum of the relevant sub-totals indicated in Form FIN-3 and Form FIN-4 provided in the Financial Proposal.
4. Specified Provisional Sum and Provisional Sum for Contingency Allowance shall be indicated, in accordance with DS 11.1(b)(ii). Provisional Sum for Contingency Allowance shall be, either the exact amount in the applicable currency(ies), or the amount equivalent to the relevant percentage of the summation of the Sub-Total of the Competitive

Component and the Specified Provisional Sum in currency(ies) in which the above summation is expressed.

5. The estimated amount of the local indirect taxes shall be inserted as follows:

- (a) Taxes to be excepted as "Pay & Reimburse" exemptions, under ITC 11.2(c)(ii).
- (b) Taxes to be Paid by Client on behalf of Consultant, under ITC 11.2(c)(iii).
- (c) Taxes payable by the Consultant, under ITC 11.2(c)(iv).

Form FIN-3: Remuneration

Table A. Summary – Remuneration

Key Experts

Name of Expert Position International/Local	Employment Status ¹	Home Office Rate Currency	(per month)	Months	Field Rate (per month)	Months	Sub- Total
---	---------------------------------------	----------------------------------	-------------	--------	-------------------------------	--------	-------------------

XXX

Civil Engineer

(International)

YYY

Community Development Specialist

(International)

ZZZ

Irrigation Specialist

(International)

Non-Key Experts

Name of Expert Position International/Local	Employment Status ¹	Home Office Rate Currency	(per month)	Months	(per month)	Months	Total
---	---------------------------------------	----------------------------------	-------------	--------	-------------	--------	-------

AAA

Irrigation Specialist

(Local)

Notes for the Consultants

-
1. Full-time (FT) – employee of the lead firm or joint venture member or Subconsultant firm; Other Source (OS) – an Expert provided by another source that is not a JV member or a Subconsultant firm; Independent Expert (IP) – independent, self-employed Expert.
-

Form FIN-4: Reimbursable Expenses

<i>Expenses – Foreign¹</i>	Unit²	Currency³	Unit Cost⁴	Qty⁵	Cost⁶	Type⁷
<i>Per Diem</i>						
<i>International Air Travel</i>						
<i>Communications</i>						
<i>Report Preparation</i>						
<i>Production</i>						
<i>Etc.⁸</i>						

<i>Expenses – Local¹</i>	Unit²	Currency³	Unit Cost⁴	Qty⁵	Cost⁶	Type⁷
<i>Per Diem</i>						
<i>National Air Travel</i>						
<i>Office Operations</i>						
<i>Office Supplies</i>						
<i>Supporting Staff</i>						
<i>Etc.⁸</i>						

Notes for the Consultants

1. The Consultant shall complete this form with the details of items of reimbursable expenses, in accordance with DS11.1 (a)(ii).
2. The Consultant shall indicate the unit of expense (month, day, times, lump sum, etc.) under this column.
3. The Consultant shall indicate the currency of expense (USD, JPY, etc.) under this column.
4. The Consultant shall input the cost per unit of expense (cost per month, cost per day, cost for one time etc.) under this column.
5. The Consultant shall indicate the quantity (number of months, number of days, number of times, etc.) under this column.
6. The Consultant shall indicate the total cost of expense (i.e.: Cost per Unit x Quantity) under this column.
7. The Consultant shall indicate the Type of expense [this shall be either “URR” (Unit Rate Reimbursement), ACR (Actual Cost Reimbursement). Refer to Item 6 of the Appendix to the Financial Proposals for Instructions for Preparing Financial Proposal Forms.
8. The Consultant shall not include here any items of expenses indicated in the RFP as Specified Provisional Sums.

Form FIN-5: Table of Adjustment Data

Table A. Local Currency

(i)	(ii)		(iii)	(iv)	(v)
Payment Component	Index description		Source of index	Base value ³	Coefficient ⁴
Remuneration	Nonadjustable		N/A	N/A	a: 0.1
	Remuneration – Local		Central Bank Of Nigeria Inflation Rate	[Insert Base Value]	b: 0.9
	Total				1.00
Reimbursable Expense	<i>[Reimbursable Expenses – Local]</i> ¹	<i>[Unit]</i>	<i>[Insert Source of index]</i> ²	<i>[Insert Base Value]</i>	a: 0 b: 1
					a: 0 b: 1
					a: 0 b: 1
					a: 0 b: 1
					a: 0 b: 1

Notes for the Consultants

1. The Consultant shall, in column (ii), under Reimbursable Expenses, insert the Unit Rate Reimbursement (URR) expenses as indicated in FIN-4 together with the Unit of such expenses. Refer to Item 6 of the Appendix to the Financial Proposals for Instructions for Preparing Financial Proposal Forms.
2. The Consultant shall indicate the Source of Index for Reimbursable Expenses in column (iii).
3. The Base values (values as of the Base Date defined in GCC Clause 1) for Remuneration in column (iv) will be provided by the Client prior to contract signing, and the Base values for Reimbursable Expenses may be left blank by the Consultant if they are not available

prior to submission of the Proposal, due to absence of the relevant publication. However, the Consultant shall provide such Base Values prior to Contract signing.

4. The value of the fixed coefficient of the non-adjustable portion of each Reimbursable Expense, represented by 'a' in table shall be equal to zero (0), whereas the value of the fixed coefficient of the adjustable portion of each Reimbursable Expense, represented by 'b' in table shall be equal to one (1), as already indicated in the table.

Table B. Foreign Currency¹Currency²: _____

(i)	(ii)		(iii)	(iv)	(v)
Payment Component	Index description ³		Source of index ⁴	Base value ⁵	Coefficient ⁶
Remuneration	Nonadjustable		N/A	N/A	a: 0.1
	Remuneration – Foreign		<i>www.usinflationcalculator.com</i>	<i>[Insert Base Value]</i>	b: 0.9
	Total				1.00
Reimbursable Expense	<i>[Reimbursable Expenses – Foreign]</i>	<i>[Unit]</i>	<i>[Insert Source of index]</i>	<i>[Insert Base Value]</i>	a: 0 b: 1
					a: 0 b: 1
					a: 0 b: 1
					a: 0 b: 1
					a: 0 b: 1
					a: 0 b: 1

Notes for the Consultants

1. If so provided in DS 11.3, the Consultant may quote in more than one foreign currency and, then this table shall be repeated for each of those foreign currencies.
2. The Consultant shall indicate at the top of the table, the foreign payment currency.
3. The Consultant shall, in column (ii), under Reimbursable Expenses, insert the Unit Cost Reimbursable Expenses (URR) applicable to the assignment together with the Unit of such expenses.
4. The Consultant shall indicate the source of each index in column (iii).
5. The Consultant shall provide the Base Values (values as of the Base Date defined in GCC Clause 1) in column (iv). If they are not available prior to submission of the Proposal, due to absence of the relevant publication, they may be left blank in the proposal but shall be provided prior to Contract signing.

6. The value of the fixed coefficient of the non-adjustable portion of each Reimbursable Expense, represented by 'a' in table shall be equal to zero (0), whereas the value of the fixed coefficient of the adjustable portion of each Reimbursable Expense, represented by 'b' in table shall be equal to one (1), as already indicated in the table.

Appendix: Instructions for Preparing Financial Proposal Forms

1. Forms FIN-1 to FIN-5 must be completed and submitted to the Client in hard and soft copies, if required, strictly in accordance with the instructions.
2. It is the Consultant's responsibility to ensure the correct Financial Proposal format is used for the selection method indicated in Section I, Data Sheet.
3. **Form FIN-1** Financial Proposal Submission Form shall be filled in according to the instructions provided in the Form.
4. **Form FIN-2** Form FIN-2: Summary of Costs provides a summary of the elements of estimated costs for implementation of the proposed Consultant services.
5. **Form FIN-3**

Table A: Summary of Remuneration

- (a) The purpose of **Table A of Form FIN-3** is to identify the monthly billing rates for each Key Expert and Non-Key Expert to be fielded by the Consultant as part of its proposed team of Experts. It shall be noted that, for purposes of computation of remuneration payable to Experts, the following shall apply:
 - (i) payments for periods of less than one month shall be calculated on:
 - a. an hourly basis for actual time spent in the Consultant's home office and directly attributable to the Services (one hour being equivalent to $1/X^{\text{th}}$ of a month, where $X = \text{number of working hours per day} \times \text{number of working days per month}$, usually 176 (i.e. 8×22)); and
 - b. on a calendar-day basis for time spent away from home office (one day being equivalent to $1/30^{\text{th}}$ of a month).
 - (ii) in case of an International Expert working away from the Consultant's home office, times spent for international travel between the Client's country and his/her country of residence shall be calculated as working days and it shall be added to his working period.
- (b) The following details shall be shown for each Expert:
 - (i) Expert's name
 - (ii) Type of Expert (whether Key Expert or Non-Key Expert)
 - (iii) Category (whether International Expert or Local Expert)
 - (iv) Employment status [refer to Form FIN-3, footnote 1 of Section IV].

- a. Full-Time (FT) : Employee of the Consultant or lead Firm or a JV member firm or a Subconsultant firm.
- b. Other source (OS) : Expert provided by another source
which is not the Consultant or lead firm or
a member firm of a JV, or a
Subconsultant firm.
- c. Independent Expert (IP) : Independent/ Self-employed Expert.
- (v) Nominated position: same as that shown on Expert Schedule (Form TECH-7 of Section III).
- (vi) Currency: currency or currencies in which payments are to be made to the Experts.
- (vii) Home office rate: remuneration rate which applies when an international expert works in his/her country of residence or a local expert works in his/her usual place of work.
- (viii) Field rate: remuneration rate which applies when an international expert works in a country other than his/her country of residence or a local expert works in a place other than his/her usual place of work.
- (ix) Months: number of months input to match that shown on the Expert Schedule (Form TECH-7 of Section III).

.6. Form FIN-4 Reimbursable Expenses

The purpose of Form FIN-4 is to identify all reimbursable expenses considered by the Consultant necessary to carry out the assignment.

- (a) Reimbursable expenses may be used in both Time-Based and Lump-sum contracts.
- (b) If any Provisional Sum is allowed for any reimbursable expense(s) in any part of the Financial Proposal, such expense shall not be included as or under any item in this form.
- (c) Each reimbursable expense shall be included either in the "Foreign" portion or in the "Local" portion based on in which currency type (i.e. foreign or local) such expense is intended to be incurred by the Consultant.
- (d) In accordance with Clause 6.2 of General Conditions of Contract, there are two categories of reimbursable expenses, which can be used by the Consultants on the basis of their intended method of reimbursement. In case of lump-sum contract, the reimbursable expenses are not adjustable unless otherwise agreed to be paid based on the actual costs or unit rates of reimbursable expenses in SCC 6.2 (b) of Section IX. (Option B: Lump-Sum Contract). They are:
 - (i) Unit Rate Reimbursement ("URR") which means the expenses which are reimbursed by the Client based on the Contract unit rates as adjusted in accordance with the Contract, upon incurring of such expense by the Consultant or elapse of the relevant period or interval as indicated in the

Contract (such as months). For such reimbursements, submission of evidence of expenses incurred (such as receipt, delivery records, tickets) is not required and the rates and/or prices are subject to adjustment during the performance of the Contract.

- (ii) Actual Cost Reimbursement" ("ACR") which means the expenses which are reimbursed by the Client based on the actual cost incurred by the Consultant upon incurring of such expense. For such reimbursements, submission of evidence of expenses incurred (such as receipts, delivery records, tickets) is required, and the rates and/or prices are not subject to adjustment during the performance of the Contract.
- (e) Per Diems: the daily rate (i.e., one rate for all locations) which shall be calculated as the weighted average (cost per day), on the basis of 30 days per calendar month, considering the cost of accommodation, meals and all other similar expenses, reasonably incurred by:
- (i) an International Expert, when he/she works in a country other than his/ her country of residence .
 - (ii) a Local Expert, when he/she works at an any place other than his/ her normal place of work.
- (f) International Travel: International travel costs will show the airfares needed by International Experts to travel from their home office, or regular place of work, to the field, by the most appropriate and the most direct practicable route. Air travel cost shall be estimated by business class for senior experts (normally more than 18 years of working experiences) except for short-distance (less than 8 hours) flights and economy class for other experts.

For International Experts spending twenty-four (24) consecutive months or more in the Client's country, one extra round trip will be reimbursed for every twenty-four (24) months of assignment in the Client's country. International Experts will be entitled to such extra round trip only if upon their return to the Client's country. International Experts are scheduled to serve for the purposes of the Project for a further period of not less than six (6) consecutive months.

Air transport for dependents: the cost of transportation to and from the Client's country of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the International Experts assigned to resident duty in the Client's country for the purpose of the Services for periods of six (6) consecutive months or longer, provided that the stay of such dependents in the Client's country shall have been for not less than three (3) consecutive months duration. If the assignment period for resident staff of the International Experts will be thirty (30) months or more, one extra

economy class air trip for their eligible dependents for every twenty-four (24)-month assignment will be reimbursed.

The number of round trips, the cost for each trip and destinations shall be shown under "air travel".

- (g) **Miscellaneous Travel Expenses:** a separate item "Miscellaneous Travel Expenses" shall be shown to cover a lump sum allowance per round trip for processing necessary travel documents (passport, visas, travel permits), airport taxes, transport to and from airports, inoculations, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight for each International Expert and each eligible dependent, etc.

7. **Form FIN-5** Table of Adjustment Data

When price adjustments are allowed in the Contract as described in ITC 11.1(b), the Consultant shall fill in all necessary information following the relevant guidance and instructions given in the form itself. For Reimbursable Expense, the information of the expenses specified as URR in Form FIN-4 shall be filled.

8. **Provisional Sum**

The following shall be noted with respect to the Provisional Sums:

- (a) A Provisional Sum is an amount of money allocated in the contract to allow for the cost of any future service or expense, which may be needed during the course of the assignment. The inclusion of such Provisional Sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Provisional Sums may be allocated or designated under one or both of the following categories, as appropriate.

- (i) **Specified Provisional Sum.**

In case of the Specified Provisional Sum, the estimated cost of any such service or expense shall be designated usually as a sum, in the summary of the total cost, with a brief description of such service or expense, as the case may be.

- (ii) **Provisional Sum for Contingency Allowance.**

The Contingency Allowance is also a Provisional Sum which is allocated in the contract to cover future additional costs which may arise due to (i) increased quantity (such as a requirement for additional man-months or expenditures beyond the quantities already allocated in the Contract) and/or (ii) price adjustments (if provided under the Contract), and/or (iii) any other event which entitles the Consultant to additional payment.

- (b) Provisional Sums included and so designated in these Financial Proposal Forms under 'Specified Provisional Sums' and/or the 'Provisional Sum for Contingency Allowance' shall be expanded in whole or in part at the sole discretion of the Client in accordance with Clause 2.6.4 of the Conditions of Contract.

Section V. Eligible Source Countries of Japanese ODA Loans

The Eligible Source Countries of Japanese ODA Loan for the Lagos and Ogun Power Transmission System Improvement Project are all countries and areas.

PART 2 – TERMS OF REFERENCE

Section VI. Terms of Reference

Terms of Reference for Management and Supervision Consultant for Lagos and Ogun Power Transmission System Improvement Project

Chapter 1. Background

- The Government of the Federal Republic of Nigeria applied for a loan from the Japan International Cooperation Agency (hereinafter referred to as “JICA”) to finance the Power Transmission Project which is to strengthen transmission network in Lagos and Ogun states in order to achieve stable and sufficient power supply to the area. The Government of Nigeria also intends to use part of the proceeds of the loan for eligible payments for consulting services for which this ToR is issued.
- The outline of the Project is as follows:
 - Executing Agency: Transmission Company of Nigeria (TCN) (synonymous with “the Employer” or “Client ”)
 - Location of the Project: Project sites are located in Lagos and Ogun states as shown in Figure 1.
 - Major output: Construction of 330kV and 132kV transmission lines and 330/132kV and 132/33kV substations.
 - Expected project completion: May 2028 (12 months including defect liability period).
- At this moment, the Project is expected to comprise the following contract packages:

Table 1 Contract Packages

Package	Package name	Project components				Procurement method	Applicable Standard Bidding Documents
Package 1	Transmission lines construction	No.	Voltage	Type	Contents	ICB without PQ	SBD Works
		Package 1-1a	330 kV	T/L	Ejio (Arigbajo) S/S-Likosi (Ogijo) S/S line with turn in Likosi (Ogijo) S/S-Omotosho P/S line and turn in Likosi (Ogijo) S/S-Egbin P/S via Paras Energy P/S line		
		Package 1-1b	330 kV	T/L	Ejio (Arigbajo) S/S-Ajgunle (New Agbara) S/S line with turn in/out Ikeja West S/S-Sakete S/S line		
		Package 1-1c	330 kV	T/L	Ejio (Arigbajo) S/S-Olorunsogo P/S line with turn in existing Ejio (Arigbajo) S/S-Olorunsogo P/S line and turning in/out Ikeja West S/S-Ayede S/S line		
		Package 1-1d	330 kV	T/L	MAKOGI (MFM) S/S-turn in/out Likosi (Ogijo) S/S-Ikeja West S/S line		
		Package 1-2a	132 kV	T/L	Likosi (Ogijo) S/S-turn in/out Ikorodu S/S-Shagamu S/S line		
		Package 1-2b	132 kV	T/L	Likosi (Ogijo) S/S-Abule Oba (Redeem) S/S line		
		Package 1-2c	132 kV	T/L	Ejio (Arigbajo) S/S-New Abeokuta S/S line		
		Package 1-2d	132 kV	T/L	Ajgunle (New Agbara) S/S-Badagry S/S line		
		Package 1-2e	132 kV	T/L	Ajgunle (New Agbara) S/S-Agbara S/S line		
Package 2	Substations Construction (1)	No.	Voltage	Type	Contents	ICB with PQ	SBD Design Build
		Package 2a	330/132/33 kV	S/S	New construction of 330/132/33kV substation at Likosi(Ogijo)		
		Package 2b	132/33kV	T/L	New construction of 132/33kV substation at Abule Oba (Redeem)		
Package 3	Substations Construction (2)	No.	Voltage	Type	Contents	ICB with PQ	SBD Design Build
		Package 3a	330/132/33 kV	S/S	New construction of 330/132/33kV substation at Ejio(Arigbajo)		
		Package 3b	330/132/33 kV	S/S	New construction of 330/132/33kV substation at Makogi(MFM)		
		Package 3c	330 kV	S/S	Expansion of 330/132/33 kV line bay at Olorunsogo power station		
		Package 3d	132 kV	S/S	Expansion of 132 kV line bay at New Abeokuta		
Package 4	Substations Construction	No.	Voltage	Type	Contents	ICB with PQ	SBD Design Build
		Package 4a	330/132/33 kV	S/S	New construction of 330/132/33kV substation at Ajgunle (New Agbara)		

	ion (3)	Package 4b	330/132/33 kV	S/S	New construction of 132/33kV substation at Badagry		
		Package 4c	132 kV	S/S	Expansion of 132 kV line bay at Agbara		

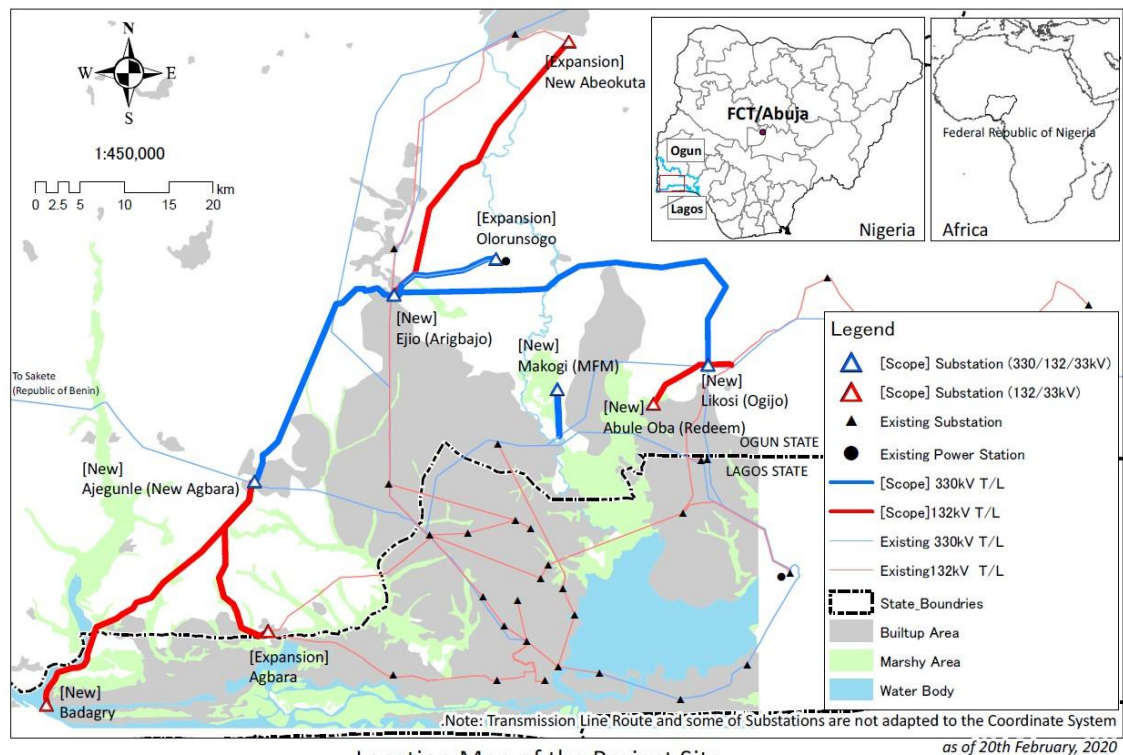
[Remarks] T/L: Transmission Line(s), S/S: Substation(s) ■

Technical information:

- The final report of “Preparatory Survey for Power Transmission Project in Nigeria” is available upon the request to the Client.
- Technical standard: IEC(International Electrotechnical Commission), BS(British Standards) or other relevant international standards

■ Related projects

N/A



Location Map of the Project Site
Figure-1 Project Sites

Chapter 2. Objectives of Consulting Services

The consulting services shall be provided by consulting firm(s) (hereinafter referred to as "the Consultant") in compliance with Guidelines for the Employment of Consultants under Japanese ODA Loans, April 2012. The objective of the consulting services is to achieve the efficient and proper preparation and implementation of the Project through the following services:

- (1) Assist PIU in project management
- (2) Preparation of Detailed design (For Transmission Lines Portion: Package 1)
- (3) Preparation of the Employer's Requirements (For Substation Portion: Package 2, 3,4)
- (4) Tender Assistance
- (5) Construction supervision
- (6) Facilitation of implementation of Environmental Management Plan (EMP), Environmental Monitoring Plan (EMoP) and Resettlement Action Plan (RAP)
- (7) Technology transfer

Chapter 3. Scope of Consulting Services

- (1) Assist PIU in project management

The Consultant shall

- (a) Assist managing overall project through a management process (planning, organizing, motivating, directing and controlling) and coordinate stakeholders of the Project such as Federal government, local governments, project offices and other agencies concerned to make smooth implementation of the Project;
- (b) Monitor and evaluate the progress of each work;
- (c) Control the quality of each work; and
- (d) Superintend environmental monitoring works implementation of RAP and assist TCN for reporting to JICA

- (2) Preparation of detailed design (For Transmission Lines Portion: Package1) The

Consultant shall:

- (a) Review and verify all available primary and secondary data collected during the JICA's preparatory survey for the Project;
- (b) Carry out all the required engineering surveys and investigations such as topographical survey, hydrological survey, geotechnical survey, material availability survey, etc, as applicable to the concerned project components.
- (c) Prepare detailed work plan, progress reports and implementation schedule for the Project to ensure effective monitoring and timely project outputs, and regularly update the same; and (d) Prepare the detailed design of the Project in sufficient detail to ensure clarity and understanding by TCN, contractors and other relevant stakeholders. All the design should be in conformity with the Nigerian Standards (if available), or with the appropriate international standards. The detailed design will, as a minimum, include construction drawings, detailed cost estimates, necessary calculations to determine and justify the engineering details for the Project, associated contract documentation to include detailed specifications, bill of quantities (BOQ), and implementation schedule for the Project. Such detailed specifications will contain those in relation to i) quality control of plant materials and workmanship, ii) safety, and iii) protection of the environment. The detailed design shall be prepared in close consultation with, and to meet the requirements of TCN and will be incorporated into the detailed design report to be submitted for approval of TCN.

(3) Preparation of Employer's Requirements (For Substation Portion: Package 2, 3,4) The

Consultant shall:

Prepare all Technical Requirements of TCN related to implementation of the project such as basic design, technical specifications, all available data collected for the Project and include them as specific requirements from the Client in the Bidding Documents.

(4) Tender assistance

The Consultant shall:

- (a) Prepare bidding documents in accordance with the latest version of Standard Bidding Documents under Japanese ODA Loans for “Procurement of Works” (for Package 1: Transmission Lines) and “Procurement of Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor” (for Package 2,3,4: Substations) together with all relevant specifications, drawings and other documents;
- (b) Prepare bidding documents which includes
 - i) clauses stating that the Contractor is to comply with the requirement of the Environmental Impact Assessment (EIA) report, the Environmental Management Plan (EMP) and JICA Guidelines for environmental and social considerations (April 2010) (hereinafter referred to as “JICA Environmental Guidelines”),
 - ii) the specification clearly stipulating the safety requirements in accordance with the laws and regulations in the country of the Borrower, relevant international standards (including guidelines of international organization), if any, iii) the requirement to furnish a safety plan to meet the safety requirements such as the Guidance for the Management of Safety for Construction Works in Japanese ODA Projects (September 2014),
 - iv) the requirement for the personnel for key positions to include an accident prevention officer, and
 - v) the requirement to submit method statements of safety to TCN and the consultant at the construction stage;
- (c) Assist TCN in issuing bid invitation, conducting pre-bid conferences, issuing addendum/corrigendum, and clarifications to bidders’ queries;
- (d) Evaluate bids in accordance with the criteria set forth in the bidding documents. In such evaluation, the Consultant shall carefully confirm that bidders’ submissions in their technical proposal including, but not limited to; site organization, mobilization schedule,

method statement, construction schedule, safety plan, and EMP, have been prepared in consistent with each other and meet requirements set forth in applicable laws and regulations, specifications and other parts of the bidding documents;

- (e) Prepare a bid evaluation report for approval of the bid evaluation committee;
- (f) Assist TCN in contract negotiation by preparing agenda and facilitating negotiations including preparation of minutes of negotiation meeting; and (g) Prepare a draft and final contract agreement.

(5) Construction supervision

(for Package 1;SBD Works)

The Consultant shall perform his duties during the contract implementation period of the contracts to be executed by the Employer and the Contractor. FIDIC MDB Harmonized Edition (2010) complemented with the Specific Provisions as included in the Standard Bidding Documents under Japanese ODA Loans for Procurement of Works will be applied to Transmission Lines of the Project.

In this context, the Consultant shall:

- (a) Act as the Engineer to execute construction supervision and contract administration services in accordance with the power and authority to be delegated by the Employer;
- (b) Provide assistance to the Employer concerning variations and claims which are to be ordered/issued at the initiative of the Employer. Advise the Employer on resolution of any dispute with the Contractor;
- (c) Issue instructions, approvals and notices as appropriate;
- (d) Provide recommendation to the Employer for acceptance of the Contractor's performance security, advance payment security and required insurances;
- (e) Provide commencement order to the Contractor;
- (f) Assess adequacy of all inputs such as materials, labor and equipment provided by the Contractor;
- (g) Check and approve the Contractor's method of work, including site organization, program of performance, quality assurance system, method statements, safety plan, and

environmental monitoring plan so that the requirements set forth in the applicable laws and regulations, the specifications or other parts of the contract are to be duly respected;

- (h) Regularly monitor physical and financial progress, and take appropriate action to expedite progress if necessary, so that the time for completion set forth in the contract will be duly respected by the Contractor;
- (i) Explain and/or adjust ambiguities and/or discrepancies in the Contract Documents and issue any necessary clarifications or instructions. Issue further drawings and give instructions to the Contractor for any works which may not be sufficiently detailed in the contract documents, if any;
- (j) Review and approve the Contractor's working drawings, shop drawings and drawings for temporary works. Also review and approve, if any, design prepared by the Contractor for any part of the permanent works;
- (k) Liaise with the appropriate authorities to ensure that all the affected utility services are promptly relocated;
- (l) Carry out field inspections on the Contractor's setting out of the works in relation to original points, lines and levels of reference specified in the contract;
- (m) Organize, as necessary, management meetings with the Contractor to review the arrangements for future work. Prepare and deliver minutes of such meetings to the Employer and the Contractor;
- (n) Supervise the works so that all the contractual requirements are met by the Contractor, including those in relation to i) quality of the works, ii) safety and iii) protection of the environment. Confirm that an accident prevention officer proposed by the Contractor is duly assigned at the project site. Require the Contractor to take appropriate remedies if any questions are recognized regarding the safety measures;
- (o) Supervise field tests, sampling and laboratory test to be carried out by the Contractor;

- (p) Inspect the construction method, equipment to be used, workmanship at the site, and attend shop inspection and manufacturing tests in accordance with the specifications;
- (q) Survey and measure the work output performed by the Contractor verify statements submitted by the Contractor and issue payment certificates such as interim payment certificates and final payment certificate as specified in the contract;
- (r) Coordinate the works among different contractors employed for the Project;
- (s) Modify the designs, technical specifications and drawings, relevant calculations and cost estimates as may be necessary in accordance with the actual site conditions, and issue variation orders (including necessary actions in relation to the works performed by other contractors working for other projects, if any);
- (t) Carry out timely reporting to the Employer for any inconsistency in executing the works and suggesting appropriate corrective measures to be applied;
- (u) Inspect, verify and fairly determine claims issued by the parties to the contract (i.e. the Employer and Contractor) in accordance with the civil works contract;
- (v) Perform the inspection of the works, including Test on Completion, and to issue certificates such as the Taking-Over Certificate, Performance Certificate as specified in the contract;
- (w) Supervise commissioning and carry out tests during the commissioning, if applicable;
- (x) Provide periodic and/or continuous inspection services during defects notification period and if any defects are noted, instruct the Contractor to rectify;
- (y) Prepare as-built documents for the parts of the works constructed in accordance with the design provided by the Employer. Check and certify as-built drawings for the parts of the works designed by the Contractor, if any;
- (z) Prepare an operation and maintenance manual for the parts of the works constructed in accordance with the design provided by the Employer. Check and certify an operation and maintenance manual for the parts of the works designed by the Contractor, if any;

- (aa) In case of accidents during the construction, assist the Employer to report to JICA the details of such accidents in a manner reasonably requested by JICA; and
- (bb) Prepare and submit reports to the TCN, which are detailed in Chapter 6 in relation to the implementation of the Project.

(for Package 2, Package 3, Package 4;SBD Design Build)

The Consultant shall perform his duties during the contract implementation period of the contracts to be executed by the Employer and the Contractor. Standard Bidding Documents under Japanese ODA Loans for Procurement of Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor will be applied to this Project. In this context, the Consultant shall:

- (a) Act as the Engineer to execute construction supervision and contract administration services in accordance with the power and authority to be delegated by the Employer;
- (b) Provide assistance to the Employer concerning variations and claims which are to be ordered/issued at the initiative of the Employer. Advise the Employer on resolution of any dispute with the Contractor;
- (c) Issue instructions, approvals and notices as appropriate;
- (d) Provide recommendation to the Employer for acceptance of the Contractor's performance security, advance payment security and required insurances;
- (e) Provide commencement order to the Contractor;
- (f) Assess adequacy of all inputs such as materials, labor and equipment provided by the Contractor;
- (g) Check and approve the Contractor's method of work, including site organization, program of performance, quality assurance system, safety plan, method statements of safety, and environmental monitoring plan so that the requirements set forth in the applicable laws and regulations, the specifications or other parts of the contract are to be duly respected;
- (h) Regularly monitor physical and financial progress, and take appropriate action to expedite progress if necessary, so that the time for completion set forth in the contract will be

duly respected by the Contractor;

- (i) Explain and/or adjust ambiguities and/or discrepancies in the Contract Documents and issue any necessary clarifications or instructions;
- (j) Review and approve the Contractor's design for the works to be constructed, working drawings, shop drawings and drawings for temporary works;
- (k) Liaise with the appropriate authorities to ensure that all the affected utility services are promptly relocated;
- (l) Carry out field inspections on the Contractor's setting out of the works in relation to original points, lines and levels of reference specified in the contract;
- (m) Organize, as necessary, management meetings with the Contractor to review the arrangements for future work. Prepare and deliver minutes of such meetings to the Employer and the Contractor;
- (n) Supervise the works so that all the contractual requirements are met by the Contractor, including those in relation to i) quality of the works, ii) safety and iii) protection of the environment. Confirm that an accident prevention officer proposed by the Contractor is duly assigned at the project site. Require the Contractor to take appropriate remedies if any questions are recognized regarding the safety measures;
- (o) Supervise field tests, sampling and laboratory test to be carried out by the Contractor;
- (p) Inspect the construction method, equipment to be used, workmanship at the site, and attend shop inspection and manufacturing tests in accordance with the Employer's Requirements;
- (q) Verify statements submitted by the Contractor and issue payment certificates such as interim payment certificates and final payment certificate as specified in the contract;
- (r) Coordinate the works among different contractors employed for the Project;
- (s) Modify the Employer's Requirements as may be necessary in accordance with the actual site conditions, and issue variation orders (including necessary actions in relation to the

works performed by other contractors working for other projects, if any);

- (t) Carry out timely reporting to the Employer for any inconsistency in executing the works and suggesting appropriate corrective measures to be applied;
- (u) Inspect, verify and fairly determine claims issued by the parties to the contract (i.e. the Employer and Contractor) in accordance with the contract;
- (v) Supervise the Test on Completion carried out by the Contractor and assist the Employer in carrying out the Test after Completion, if applicable;
- (w) Perform the inspection of the works and to issue certificates such as the Taking-Over Certificate,
Performance Certificate as specified in the contract,
- (x) Provide periodic and/or continuous inspection services during defects notification period and if any defects are noted, instruct the Contractor to rectify;
- (y) Check and certify as-built documents prepared by the Contractor; and
- (z) Check and certify the operation and maintenance manual prepared by the Contractor.
- (aa) In case of accidents during the construction, assist the Employer to report to JICA the details of such accidents in a manner reasonably requested by JICA; and
- (bb) Prepare and submit reports to the TCN, which are detailed in Chapter 6 in relation to the implementation of the Project.

(6) Facilitation of implementation of Environmental Management Plan (EMP), Environmental Monitoring Plan (EMoP) and Resettlement Action Plan (RAP)

The Consultant shall:

- (a) Update ESIA, EMP and EMoP as appropriate; incorporate necessary technical specifications with design and contract documentation;
 - (b) Assist TCN in preparation of necessary plans* in accordance with EIA and the conditions stated in environmental permit certifications (EPC) for the Project;
- (* Examples of the documents are as follows; Reforestation Plan, Coastal Management

Plan, Heritage Conservation Plan, Hazardous Waste Management Plan and etc.)

- (c) Assist TCN in meeting the requirements written in environmental permit certifications(EPC);
- (d) Assist TCN in avoiding deforestation and tree cutting as much as possible during Detailed Design and implementation of the project;
- (e) Assist TCN in preparation of and implementation of afforestation plan, recruiting NGO to coordinate and conduct afforestation plan, facilitating the cooperation with relevant authorities;
- (f) Assist TCN in dissemination and explanation of additionally confirmed and identified environmental issues to public including holding public consultation;
- (g) Assist TCN in obtaining the necessary permissions from relevant authorities in accordance with the planned implementation schedule;
- (h) During the preparation of bidding documents, insert an Environmental and Social Considerations section (consisting of the main contents of the EMP and EMoP, frequency of reporting, regulatory compliance/approval, etc) and clearly identify environmental responsibilities as explained in the EIA and EMP;
- (i) Assist TCN in reviewing the Construction Contractor's Environmental Program to be prepared by the contractor in accordance with EMP, relevant plans and JICA Environmental Guidelines and to make recommendations to TCN regarding any necessary amendments for its approval;
- (j) Assist TCN in implementing the measures identified in the EMP;
- (k) Monitor the effectiveness of EMP and negative impact on environment caused by the construction works and provide technical advice, including a feasible solution proposal, so that TCN can carry out improvement when necessary;
- (l) Monitor compliance with conditions stated in the EPC as well as the requirements under EMP and JICA Environmental Guidelines. Submit the Environmental Monitoring

Report to TCN at every three months after the commencement of the services until the completion of the Project. After the completion of the Project, the Report will be submitted annually for two (2) years. The Environmental Monitoring Form attached as Appendix # will be filled and attached to the Report;

- (m) After verifying the Environmental Monitoring Report by TCN, assist submitting the report to JICA as part of the Project Status Report at every three months after the commencement of the services until the completion of the Project and annually for one (2) year after the completion of the Project;
- (n) Assist TCN in preparation of the answer to the request from JICA's advisory committee for environmental and social considerations if necessary;
- (o) Assist TCN in the capacity building of TCN staff on environmental management through on-the-job training on environmental assessment techniques, mitigation measure planning, supervision and monitoring, and reporting;
- (p) Update and/or prepare RAP as necessary based on detailed design in accordance with the agreed resettlement framework, including entitlement matrix and compensation plan; coordinate with various agencies in preparing the procedures for timely land acquisition and disbursement of compensation to project affected persons (PAPs);
- (q) Assist TCN and RIC in conducting replacement cost survey for land.
- (r) Update or prepare RAP immediately if additional land acquisition for access road located outside of ROW is decided, and assist TCN in submitting the RAP to JICA immediately;
- (s) Assist TCN and RIC in identifying the eligible PAPs, and in preparation/updating of the list of eligible PAPs and 'Payment Statement' for individual eligible PAPs. The places where each eligible PAPs will relocate to are necessary to be recorded so that TCN could implement monitoring on income and living conditions of resettled persons;
- (t) Assist TCN and RIC in conducting the social assessment, or supplementing the existing social assessment when necessary, including, but not limited to, the baseline survey

for monitoring and evaluating the income restoration plan and the needs assessment survey for identifying income restoration options, during early stage of the detailed design stage and review the existing income restoration plan/livelihood restoration program and special assistance plan for PAPs, including those who fish in swampy areas, and revise/update the contents of the plans if necessary based on priorities identified with support of relevant government agencies and Non-Governmental Organizations (NGOs). The following contents should be considered to be included in the plans;

- i. Skills Training
- ii. Project related Job Opportunities
- iii. Provision of social welfare grant
- iv. Provision of Agricultural Extension Services
- v. Provision of the special allowance to vulnerable PAPs

- (u) Assist TCN in conducting detailed measurement survey and to implement the measures identified in the revised RAP;
- (v) Assist RIC in monitoring land acquisition, involuntary resettlement, and compensation activities being undertaken by TCN and/or competent authorities in terms of compliance with conditions stated in the RAP and JICA Environmental Guidelines. Assist RIC in submitting the Land Acquisition and Resettlement Monitoring Report to TCN monthly after the commencement of the services until land acquisition and resettlement activities including livelihood restoration program are completed. The RAP Monitoring Form attached as Appendix # will be filled and attached to the Report;
- (w) After verifying the Land Acquisition and Resettlement Monitoring Report by TCN, assist submitting the Report to JICA as part of the Project Status Report every three months after the commencement of the services until the completion of the Project and annually until land acquisition and resettlement activities including livelihood restoration program are completed after the completion of the Project;

- (x) Assist TCN and RIC in procurement of witness NGO as external monitoring agency.

The procurement process should be fair, open and transparent one, excluding interested parties.

- (y) Assist TCN and RIC in facilitating stakeholder's participation (including focus group discussions for vulnerable PAPs) and providing feedback their comments on RAP; The consultation with stakeholders, including host communities should be continuously done through implementation of the project.

- (z) Assist TCN and RIC in conducting interviews to vulnerable groups again in order to reflect their needs in detailed plan of livelihood restoration program, taking minutes of meetings of every interviews, and submitting them to JICA with quarterly RAP monitoring report.

- (aa) Assist TCN and RIC in recording relevant data including number of participants, their sex (especially number of women), vulnerable or not their opinions and statements as much as possible in stakeholder meetings during project implementation;

- (bb) Assist TCN and RIC in establishment of grievance redress mechanism including formation of Local Resettlement Committee before land acquisition starts;

- (cc) Assist TCN and RIC in ensuring that the PAPs are fully aware of the grievance redress procedure and the process of bringing their complaints, investigate the veracity of the complaints, and recommends actions/measures to settle them amicably, fairly and transparently before they go to the redress committee or the courts of law;

- (dd) Provide technical services with grievance redress committee for keeping and updating records when necessary; and

- (ee) Assist TCN in the capacity building of TCN's staffs on land acquisition, resettlement, and livelihood restoration through on-the-job training on JICA Environmental Guidelines, supervision and monitoring, and reporting.

(7) Technology transfer

The Consultant shall carry out the technology transfer as an important aspect in design and supervision works. The Consultant shall provide the opportunity to the TCN officers and staffs to be involved in the working team of the Consultant during the design, contract administration and supervision works for their capacity building wherever possible/

Specialised (Class-room) Training

The Consultant shall also provide a specific “classroom” training and thus implement an effective capacity development program, beyond integrating the Client’s PIU personnel in the day-to-day activities of the Consultant, and train them on the job as necessary on broader issues other than the day-to-day activities for the project.

The objective of the capacity training is to build and reinforce the capacity of the Client in implementing projects.

The training is meant for a) PIU Personnel b) Design Engineers and c) Environment & Social Staff and d) Operating & Maintenance Staff. The training which shall cover the under-listed areas will be for 15 persons for a 10 working days period for each group, hence a total of 40 days or 2 Man-months. The courses for a), b) and c) shall be administered before construction.

a) PIU Personnel;

The training shall be on Project and Contract Management.

The Consultant can propose other relevant areas of learning for consideration by the Client.

b) Design Engineers

- Substation Design and Substation Automation Design and Specification
- Protection and Control Philosophy and Design, Protection Relay Specification
- Modern Power System Protection: Applications and Performance Analysis and Surge Protection
- Transformer: Overview and design consideration
- Transmission Line Design and Construction

c) Environment & Social Staff

- Environment Management which include impact mitigation and compliance Monitoring
- Environmental & Sustainable Development Management

- Monitoring & Evaluation
- Audit & Reporting
- Land Acquisition & Resettlement
- Social Development Management

d) Operating and Maintenance Staff (Technicians)

- Protection and Control Philosophy
- Substation faults and maintenance
- Transmission Line Faults and maintenance
- Modern Power System Protection: Applications, Performance Analysis, Faults and maintenance.
- Substation Automation, Analysis and Maintenance

The training is expected to be held in Lagos. The cost of the training shall include the venue, trainers travel expenses if needed (that is if other staff(s) as the key staff for supervision activities), per diem allowances as well as logistic expenses and training material for the participants.

Chapter 4. Expected Time Schedule

The total duration of consulting services will be 67months including 12 months of defects liability (notification) period. The implementation schedule expected is as shown in Table 2.

Table 2 : Expected Implementation Schedule

Key Activities	Date	Duration in Months
Commencement of Consulting Services	November, 2022	8
Completion of detailed design, preparation of drawings, Employer's Requirement and bidding documents	June, 2023	
Bidding process	July, 2023 –July, 2024	13
Commencement of Works	August, 2024	34
Completion of Works	May, 2027	
Defects Liability (Notification) Period	June, 2027– May, 2028	12
End of Consulting Services	May, 2028	67

Chapter 5. Staffing (Expertise required)

10 of International Experts and 11 of Local Experts will be engaged, for a total of **237** man-months for International Experts and **334** man-months for Local Experts. Total consulting input is **571** manmonths.

Qualification of Key Experts

The qualification of Key Experts is shown in Table 3.

Table 3 : Qualification of Key Experts

Designation	Qualification
A1 Team Leader	<p><u>Education:</u></p> <ul style="list-style-type: none"> Relevant degree in Engineering (Electrical, Mechanical, Management) <p><u>Experience:</u></p> <ul style="list-style-type: none"> Experience in construction related field in power sector: 15 years or more Experience of construction supervision for at least two substation construction projects of 132 kV or above or two transmission line construction projects of 132 kV or above in ICB contract. Added advantage with the following experience <ul style="list-style-type: none"> Experience in Japanese ODA Japanese Yen Loan Projects Experience working in sub-Saharan Africa
A2 Substation Engineer	<p><u>Education:</u></p> <ul style="list-style-type: none"> Relevant degree in Electrical Engineering <p><u>Experience:</u></p> <ul style="list-style-type: none"> Experience in power sector: 12 years or more Experience of project management, tender assistance and construction supervision for at least two substation construction projects of 132 kV and above as substation engineer or resident site engineer Added advantage with the following experience <ul style="list-style-type: none"> Experience working in sub-Saharan Africa

A4 Transmission Lines Engineer (Deputy Team Leader)	<u>Education:</u> <ul style="list-style-type: none"> • Relevant degree in Civil Engineer, Electrical or Mechanical Engineer • <u>Experience:</u> <ul style="list-style-type: none"> • Experience in power sector: 10 years or more • Experience of construction supervision for at least two Transmission Line construction projects of 132 kV and above as Transmission line engineer 	
A5 Environmental	<u>Education:</u> Relevant degree in Environmental Management/Science	
Designation	Qualification	
Safeguards Specialist	<u>Experience:</u> <ul style="list-style-type: none"> ▪ Experience as a Safeguards Specialist: 10 years or more ▪ Experience in at least two or more infrastructure projects; • Must have worked on at least one Japan ODA Projects and • Must have sufficient knowledge on JICA Environmental Guidelines and/or other donors' safeguards policies. • Added advantage with the following experience <ul style="list-style-type: none"> - Experience in Japanese ODA Japanese Yen Loan Projects - Experience working in sub-Saharan Africa 	

<p>A6 Social Safeguards Specialist (Resettlement and social considerations)</p>	<p><u>Education:</u></p> <ul style="list-style-type: none"> Relevant degree in Social Science <p><u>Experience:</u></p> <ul style="list-style-type: none"> Experience in RAP planning, facilitation of RAP implementation and/or RAP monitoring: 10 years or more Experience of facilitation of RAP implementation, including reviewing and/or revising Resettlement Action Plans, and other social considerations studies for at least two or more infrastructure projects as Social Safeguards Specialist Must have worked as Social Safeguards Specialist on at least one Japanese ODA Project and Must have sufficient knowledge on JICA Environmental Guidelines and/or other donors' safeguards policies. Added advantage with the following experience <ul style="list-style-type: none"> Experience in Japanese ODA Japanese Yen Loan Projects Experience working in sub-Saharan Africa 	
<p>A10 Contract Management Specialist/Tender Expert</p>	<p><u>Education:</u></p> <ul style="list-style-type: none"> Relevant degree in law or social science <p><u>Experience:</u></p> <ul style="list-style-type: none"> Experience in at least 3 international competitive bidding projects of design and/or construction supervision as a contract management specialist. Experience in two or more Japanese Yen Loan Projects 	
<p>B1</p>	<p><u>Education:</u></p>	
Designation	Qualification	
<p>Substation Engineer (Co-team Leader)</p>	<ul style="list-style-type: none"> Relevant degree in Electrical Engineering <p><u>Experience:</u></p> <ul style="list-style-type: none"> Experience in power sector: 8 years or more Experience for at least two substation construction projects of 132 kV and above as substation engineer or resident site engineer 	

B4 Transmission Lines Engineer (1)	<u>Education:</u> <ul style="list-style-type: none"> Relevant degree in Electrical Engineering, Civil Engineer or Mechanical Engineer <u>Experience:</u> <ul style="list-style-type: none"> Experience in power sector: 8 years or more Experience of construction supervision for at least two Transmission Line construction projects of 132 kV and above as Transmission line engineer
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(1) Qualification of International Non-Key Experts

The qualification of International Non-Key Experts is shown in Table 4. The qualification of International Non-Key Experts is not evaluated in the evaluation of technical proposals.

Table 4: Qualification of International Non-Key Experts

Designation	Qualification
A3 Control and Protection Engineer	<u>Education:</u> <ul style="list-style-type: none"> Relevant degree in Electrical Engineering <u>Experience:</u> <ul style="list-style-type: none"> Experience in power sector: 8 years or more Experience of construction supervision for at least two substation construction projects of 132 kV and above as control and protection engineer
A7 Communication and SCADA Engineer	<u>Education:</u> <ul style="list-style-type: none"> Relevant degree in Electrical Engineering <u>Experience:</u> <ul style="list-style-type: none"> Experience in power sector: 8 years or more Experience of construction supervision for at least two substation construction projects of 132 kV and above as communications engineer
A8 Architect	<u>Education:</u> <ul style="list-style-type: none"> Relevant degree in Architectural Engineering <u>Experience:</u> <ul style="list-style-type: none"> Experience in power sector: 5 years or more
Designation	Qualification

	<ul style="list-style-type: none"> Experience of construction supervision for at least two building works as architect
A9 Civil Engineer	<u>Education:</u> <ul style="list-style-type: none"> Relevant degree in Civil Engineering <u>Experience:</u> <ul style="list-style-type: none"> Experience in power sector: 5 years or more Experience in civil works: 10 years or more Experience of construction supervision for at least two transmission/substation projects, including civil works as civil engineer

The Consultant may propose other experts and supporting staffs required to accomplish the tasks outlined in the ToR in addition to experts indicated in Table 3 and 4 above in this Chapter.

(2) Scope of works for the respective personnel

Detailed information on the major tasks and duties each member of the engineering team and the construction supervision team shall perform is provided as follows:

Table 5: Scope of Works for the respective personnel during Tender Assistance

No	Position	I :International Experts or L: Local Experts	Major Tasks and Duties
International Expert			
A1	Team Leader (Key Expert)	I	<ul style="list-style-type: none"> Assist TCN in issuing bid invitation, conducting pre-bid conferences, issuing addendum/corrigendum, and clarifications to bidders' queries Review the bids Prepare the bid evaluation report Assist TCN in contract negotiation Prepare the draft and final contract agreement

A2	Substation Engineer (Key Expert)	I	<ul style="list-style-type: none"> • Prepare Employer's Requirements related to substation equipment and facilities • Assist TCN in conducting pre-bid conferences, issuing addendum/corrigendum, and clarifications to bidders' queries related to substation equipment and facilities • Review the bids related to substation equipment and facilities • Prepare the bid evaluation report related to substation equipment and facilities • Assist TCN in contract negotiation related to substation equipment and facilities
A4	Transmission Lines Engineer (Deputy	I	<ul style="list-style-type: none"> ▪ Support Team Leader ▪ Act as Team Leader while Team Leader is absent
O	Position	I :International Experts or L: Local Experts	Major Tasks and Duties
	Team Leader) (Key Expert)		<ul style="list-style-type: none"> ▪ Conduct Detailed Design related to transmission lines ▪ Assist TCN in conducting pre-bid conferences, issuing addendum/corrigendum, and clarifications to bidders' queries related to transmission lines ▪ Review the bids related to transmission lines ▪ Prepare the bid evaluation report related to transmission lines ▪ Assist TCN in contract negotiation related to transmission lines
A5	Environmental Safeguards Specialist (Key Expert)		<ul style="list-style-type: none"> • Update ESIA, EMP and EMoP as appropriate; incorporate necessary technical specifications with design and contract documentation. • Insert an Environmental and Social Considerations section (consisting of the main contents of the EMP and EMoP, frequency of reporting, regulatory compliance/approval, etc) into the bidding document, clearly identify environmental responsibilities as explained in the ESIA and EMP during the preparation of bidding documents.

A6	Social Safeguards Specialist (Resettlement and Social Considerations) (Key Expert)	I	<ul style="list-style-type: none"> Update RAP as appropriate; incorporate necessary technical specifications with design and contract documentation.
A7	Communication and SCADA Engineer	I	<ul style="list-style-type: none"> Assist TCN in conducting pre-bid conferences, issuing addendum/corrigendum, and clarifications to bidders' queries related to communication and SCADA system Review the bids related to communication and SCADA system Prepare the bid evaluation report related to communication and SCADA system
A8	Architect	I	<ul style="list-style-type: none"> Assist TCN in conducting pre-bid conferences, issuing addendum/corrigendum, and clarifications to bidders' queries related to architecture Review the bids related to architecture Prepare the bid evaluation report related to architecture Assist TCN in contract negotiation related to architecture
A9	Civil Engineer	I	<ul style="list-style-type: none"> Assist TCN in conducting pre-bid conferences, issuing addendum/corrigendum, and clarifications to bidders' queries related to civil works Review the bids related to civil works Prepare the bid evaluation report related to civil works Assist TCN in contract negotiation related to civil works
No	Position	I :International Experts or L: Local Experts	Major Tasks and Duties
A10	Contract Management Specialist/Tender Expert	I	<ul style="list-style-type: none"> Prepare Tender documents and review other part of Tender documents prepared by the assigned engineers of the consultant in terms of contractual consistency Assist commercial evaluation of tenders submitted by tenderers Assist TCN in negotiation with tenderers Assist preparation of contract document between TCN and the contractor
Local Expert			

B1	Substation Engineer (Co-team Leader)	L	<ul style="list-style-type: none"> Conduct all related tasks together with International Team Leader and International Substation Engineer
B7	Environmental Safeguards Specialist	L	<ul style="list-style-type: none"> Conduct all related tasks together with International Environmental Safeguards Specialist
B8	Social Safeguards Specialist	L	<ul style="list-style-type: none"> Conduct all related tasks together with International Social Safeguards Specialist

Table 6 Scope of Works for the respective personnel during Construction Supervision and Post Construction Stage

No	Position	I :International Experts or L: Local Experts	Major Tasks and Duties
International Expert			
A1	Team Leader (Key Expert)	I	<ul style="list-style-type: none"> Lead Construction Supervision task team Ensure all deliverables are prepared in accordance with quality and time constraints Manage and supervise all supervision works Act as "The Engineer" to carry out duties and exercising authority Issue to the Contractor instructions and additional or modified drawings Coordinate with the TCN concerning variations and claims
A2	Substation Engineer (Key Expert)	I	<ul style="list-style-type: none"> Review the proposals submitted by the contractors related to substation equipment and facilities Check shop works and tests of contractors/suppliers related to substation equipment and facilities Review related contractor's working drawings related to substation equipment and facilities Carry out field inspections related to substation equipment and facilities Inspect the construction method, equipment to be used for substation equipment and facilities Survey and measure the work output performed by the contractors related to substation equipment and facilities Carry out the necessary inspection prior to the issuance of a Taking-Over Certificate related to substation equipment and facilities Check and certify as-built drawings related to substation

No	Position	I:International Experts or L: Local Experts	Major Tasks and Duties
			<p>equipment and facilities</p> <ul style="list-style-type: none"> • Prepare construction completion reports related to substation equipment and facilities • Provide periodic or continuous inspection service during Defect Notification Period related to substation equipment and facilities • Provide the technical training related to substation equipment and facilities • Prepare the operation and maintenance plan related to substation equipment and facilities
A3	Control and Protection Engineer	I	<ul style="list-style-type: none"> • Review the proposals submitted by the contractors related to control and protection system • Check shop works and tests of contractors/suppliers related to control and protection system • Review related contractor's working drawings related to control and protection system • Carry out field inspections related to control and protection system • Inspect the construction method, equipment to be used for control and protection system • Survey and measure the work output performed by the contractors related to control and protection system • system Carry out the necessary inspection prior to the issuance of a Taking-Over Certificate related to control and protection system • Check and certify as-built drawings related to control and protection system • Prepare construction completion reports related to control and protection system • Provide periodic or continuous inspection service during Defect Notification Period related to control and protection system • Provide the technical training related to control and protection system • Prepare the operation and maintenance plan related to control and protection system

A4	Transmission Lines Engineer (Deputy Team Leader) (Key Expert)	I	<ul style="list-style-type: none"> • Support Team Leader • Act as Team Leader while Team Leader is absent • Assess adequacy of all inputs such as materials, labor and equipment provided by the Contractor for transmission lines • Check and approve the Contractor's method of work, including site organization, program of performance, quality assurance system, method statements and safety plan for transmission lines • Review and approve the Contractor's working drawings, shop drawings and drawings for temporary works regarding transmission lines. Also review and approve, if any, design prepared by the Contractor for any part of the
No	Position	I :International Experts or L: Local Experts	Major Tasks and Duties
			<p>permanent works;</p> <ul style="list-style-type: none"> • Review all necessary analyses and calculations for permanent facilities prepared by the Contractor related to transmission lines • Check and approve shop works and tests of contractors/suppliers related to transmission lines • Carry out field inspections on the Contractor's setting out of the works in relation to original points, lines and levels of reference specified in the contract • Inspect the construction method, equipment to be used, workmanship at the site, and attend shop inspection and manufacturing tests in accordance with the specifications • Survey and measure the work output performed by the Contractor verify statements submitted by the Contractor and issue payment certificates such as interim payment certificates and final payment certificate as specified in the contract • Perform the inspection of the works, including Test on Completion, and to issue certificates such as the Taking Over Certificate, Performance Certificate as specified in the contract related to transmission lines • Check and certify as-built drawings related to

			<p>transmission lines</p> <ul style="list-style-type: none"> • Prepare construction completion reports related to transmission lines • Provide periodic or continuous inspection service during Defect Notification Period related to transmission lines • Provide the technical training related to transmission lines • Prepare the operation and maintenance plan related to transmission lines 	
A5	Environmental Safeguards Specialist (Key Expert)	I	<ul style="list-style-type: none"> • Update ESIA, EMP and EMoP as appropriate. Assist TCN in preparation of necessary plans, including afforestation plan • Assist TCN in meeting the ECC requirements. Assist TCN in avoiding deforestation, preparation of and implementation of afforestation plan, • recruiting NGO to coordinate and conduct afforestation plan, facilitating the cooperation with relevant authorities. • Assist TCN in public consultation. • Assist TCN in obtaining necessary permissions • Assist TCN in reviewing the Construction Contractor's Environmental Program. • Assist TCN in implementing the measures identified in the EMP. • Monitor the effectiveness of EMP and negative impacts on environment caused by the construction. • Assist TCN in monitoring the compliance with conditions stated in the Environmental Permits and the requirements under EMP and JICA Environmental Guidelines. 	
No	Position	I :International Experts or L: Local Experts	Major Tasks and Duties	
			<ul style="list-style-type: none"> • Assist TCN in preparation of and submission of Environmental monitoring report to JICA • Assist TCN in preparation of the answer to the request from JICA's advisory committee. • Assist TCN in the capacity building of TCN staffs. 	

A6	Social Safeguards Specialist (Resettlement and social considerations) (Key Expert)	I	<ul style="list-style-type: none"> • Update and/or prepare RAP as necessary based on detailed design in accordance with the agreed resettlement framework, including entitlement matrix and compensation plan • Update RAP and submit it to JICA when additional land acquisition for access road located outside of ROW is necessary • Assist TCN and RIC in conduction replacement cost survey for land. • Assist TCN and RIC in identifying the eligible PAPs, and in preparation/updating of the list of eligible PAPs and • ‘Payment Statement’ for individual eligible PAPs. Assist TCN and RIC in conducting the social assessment and preparing livelihood restoration program, and implement the program. • Assist TCN in conducting detailed measurement survey and in implementing the measures identified in the revised RAP. • Assist RIC in monitoring land acquisition, involuntary resettlement, and compensation activities. • Assist TCN in preparing and submitting the Report to JICA. • Assist TCN and RIC in procurement of Implementation NGO and external monitoring agency. • Assist TCN in facilitating stakeholder’s participation and providing feedback about their comments on RAP. • Assist TCN and RIC in conducting interviews to vulnerable people. • Assist TCN and RIC in taking minutes of meeting of every SHM and interviews, recording relevant data. • Assist TCN and RIC in establishment of grievance redress mechanism. • Assist TCN and RIC in ensuring that the PAPs are fully aware of the grievance redress procedure. • Provide technical services with grievance redress committee for keeping and updating records. • Assist TCN in the capacity building of TCN’s staffs on land acquisition, resettlement, and livelihood restoration. 	
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A7	Communication and SCADA Engineer (Non-Key Expert)		<ul style="list-style-type: none"> Review the proposals submitted by the contractors related to communication system Check shop works and tests of contractors/suppliers related to communication system Review related contractor's working drawings related to communication system
No	Position	I: International Experts or L: Local Experts	Major Tasks and Duties
			<ul style="list-style-type: none"> Carry out field inspections related to communication system Inspect the construction method, equipment to be used for communication system Survey and measure the work output performed by the contractors related to communication system Carry out the necessary inspection prior to the issuance of a Taking-Over Certificate related to communication system Check and certify as-built drawings related to communication system Prepare construction completion reports related to communication system Provide periodic or continuous inspection service during Defect Notification Period related to communication system Provide the technical training related to communication system Prepare the operation and maintenance plan related to communication system
A8	Architect (Non-Key Expert)	I	<ul style="list-style-type: none"> Review the proposals submitted by the contractors related to substation buildings Check shop works and tests of contractors/suppliers related to substation buildings Review related contractor's working drawings related to substation buildings Carry out field inspections related to substation buildings Inspect the construction method, equipment to be used for substation buildings Survey and measure the work output performed by the contractors related to substation buildings Carry out the necessary inspection prior to the issuance of a Taking-Over Certificate related to substation buildings

			<ul style="list-style-type: none"> • Check and certify as-built drawings related to substation buildings • Prepare construction completion reports related to substation buildings • Provide periodic or continuous inspection service during Defect Notification Period related to substation buildings • Provide the technical training related to substation buildings • Prepare the operation and maintenance plan related to substation buildings 	
A9	Civil Engineer (Non-Key Expert)	I	<ul style="list-style-type: none"> • Review the proposals submitted by the contractors related to civil works • Check site works and tests of contractors/suppliers related to civil works • Review related contractor's working drawings related to 	
No	Position	I: International Experts or L: Local Experts	Major Tasks and Duties	
			<p>civil works</p> <ul style="list-style-type: none"> • Carry out field inspections related to civil works • Inspect the construction method, equipment to be used for civil works • Survey and measure the work output performed by the contractors related to civil works • Carry out the necessary inspection prior to the issuance of a Taking-Over Certificate related to civil works • Check and certify as-built drawings related to civil works • Prepare construction completion reports related to civil works <p>Provide periodic or continuous inspection service during Defect Notification Period related to civil works</p>	

A10	Contract Management Specialist/Tender Expert	I	<ul style="list-style-type: none"> • Monitor and evaluate the contractor's compliance to the Contract for the Project • Prepare variation orders as and when required based on the review of the contractor's claim evidence in compliance with the Contract • Searching the cause of any defect or other default if appeared during DLP and settling the matter in accordance with the provision of the contract
Local Expert			
B1	Substation Engineer (1) (Co-team Leader) (Key Expert)	L	<ul style="list-style-type: none"> • Support International Team Leader • Ensure full and detailed site records, which include site correspondences survey data, quality acceptance, site diaries, measurement and certification, minutes of meeting and records of all other contractually relevant matters • Certify advance payments in accordance with the contracts when necessary • Certify interim payment certificates for submission to the Employer, and assist the Employer in preparing loan withdrawal documentation for submission to JICA through the Employer • Assess time and cost claims submitted by contractors and advise the Employer for actions to be taken <p>Conduct all related tasks together with International Substation Engineer and Communication Engineer described as follows</p> <ul style="list-style-type: none"> ➤ To carry out field inspections related to substation equipment and facilities ➤ To inspect the construction method, equipment to be used for substation equipment and facilities ➤ To survey and measure the work output performed by the contractors related to substation equipment and facilities ➤ To carry out the necessary inspection prior to the issuance of a Taking-Over Certificate related to substation equipment and facilities <ul style="list-style-type: none"> • To provide periodic or continuous inspection service during Defect Notification Period related to substation equipment and facilities

No	Position	I :Internationa l Experts or L: Local Experts	Major Tasks and Duties
B2, B3	Substation Engineer (2), (3) (Key Expert)	L	<ul style="list-style-type: none"> • Conduct all related tasks together with International Substation Engineer and Communication Engineer described as follows <ul style="list-style-type: none"> ➤ To carry out field inspections related to substation equipment and facilities ➤ To inspect the construction method, equipment to be used for substation equipment and facilities ➤ To survey and measure the work output performed by the contractors related to substation equipment and facilities ➤ To carry out the necessary inspection prior to the issuance of a Taking-Over Certificate related to substation equipment and facilities ➤ To provide periodic or continuous inspection service during Defect Notification Period related to substation equipment and facilities
B4-B6	Transmission Lines Engineer (1)-(3) (Key Expert)	L	<ul style="list-style-type: none"> • Conduct all related tasks together with International Transmission Lines Engineer described as follows <ul style="list-style-type: none"> ➤ carry out field inspections related to transmission lines ➤ Inspect the construction method, equipment to be used for transmission lines ➤ Survey and measure the work output performed by the contractors related to transmission lines ➤ Carry out the necessary inspection prior to the issuance of a Taking-Over Certificate related to transmission lines ➤ Provide periodic or continuous inspection service during Defect Notification Period related to transmission lines
B7	Environmental Safeguard (Non-Key Expert)	L	<ul style="list-style-type: none"> • Conduct all related tasks together with International Environmental Safeguards Specialist • Assist TCN in preparation of necessary plans, including afforestation plan • Assist TCN in meeting the ECC requirements. • Assist TCN in avoiding deforestation, preparation of and implementation of afforestation plan, recruiting NGO to coordinate and conduct afforestation plan, facilitating the cooperation with relevant authorities. • Assist TCN in public consultation.

			<ul style="list-style-type: none"> Assist TCN in obtaining necessary permissions Assist TCN in reviewing the Construction Contractor's Environmental Program. Assist TCN in implementing the measures identified in the EMP. Monitor the effectiveness of EMP and negative impacts 	
No	Position	I :International Experts or L: Local Experts	Major Tasks and Duties	
			<p>On environment caused by the construction.</p> <ul style="list-style-type: none"> Assist TCN in monitoring the compliance with conditions stated in the Environmental Permits and the requirements under EMP and JICA Environmental Guidelines. Assist TCN in preparation of and submission of Environmental monitoring report to JICA Assist TCN in preparation of the answer to the request from JICA's advisory committee. Assist TCN in the capacity building of TCN staffs. 	
B8	Social Safeguard (Non-Key Expert)	L	<ul style="list-style-type: none"> Conduct all related tasks together with International Social Safeguards Specialist Update and/or prepare RAP as necessary based on detailed design in accordance with the agreed resettlement framework, including entitlement matrix and compensation plan Update RAP and submit it to JICA when additional land acquisition for access road located outside of ROW is necessary Assist TCN and RIC in conduction replacement cost survey for land. Assist TCN and RIC in identifying the eligible PAPs, and in preparation/updating of the list of eligible PAPs and 'Payment Statement' for individual eligible PAPs. Assist TCN and RIC in conducting the social assessment and preparing livelihood restoration program, and implement the program. Assist TCN in conducting detailed measurement survey and in implementing the measures identified in the revised RAP. Assist RIC in monitoring land acquisition, involuntary resettlement, and compensation activities. 	

			<ul style="list-style-type: none"> • Assist TCN in preparing and submitting the Report to JICA. • Assist TCN and RIC in procurement of Implementation NGO and external monitoring agency. • Assist TCN in facilitating stakeholder's participation and providing feedback about their comments on RAP. • Assist TCN and RIC in conducting interviews to vulnerable people. • Assist TCN and RIC in taking minutes of meeting of every SHM and interviews, recording relevant data. • Assist TCN and RIC in establishment of grievance redress mechanism. • Assist TCN and RIC in ensuring that the PAPs are fully aware of the grievance redress procedure. • Provide technical services with grievance redress committee for keeping and updating records. • Assist TCN in the capacity building of TCN's staffs on land acquisition, resettlement, and livelihood
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No	Position	I:International Experts or L: Local Experts	Major Tasks and Duties
			Restoration.
B9-11	Civil Engineer	L	<ul style="list-style-type: none"> • Conduct all related tasks together with International Civil Engineer described as follows <ul style="list-style-type: none"> ➤ Carry out field inspections related to civil works ➤ Inspect the construction method, equipment to be used for civil works ➤ Survey and measure the work output performed by the contractors related to civil works ➤ Carry out the necessary inspection prior to the issuance of a Taking-Over Certificate related to civil works ➤ Provide periodic or continuous inspection service during Defect Notification Period related to civil works

Chapter 6. Reporting

Within the scope of consulting services, the Consultant shall prepare and submit reports and documents to TCN as shown in Table 7. The Consultant shall provide electronic copy of each of these reports.

Table 7: Reports and documents to be submitted

Category	Package	Type of Report	Timing	No. of Copies
Consultancy Services	Common	Inception Report	Within 1 month after commencement of the services	5
	Common	Monthly Progress Report	Every month	5
	Common	Project Completion Report (for submission to JICA)	6 months after completion of the Project	5
Tender assistance Tender Assistance	Package 2,3 and 4 Substation	Technical Requirements Review Reports	Within 3 month after commencement of the services	5
	Package 1 transmission lines	Draft Detailed Design Report	Within 6 month after commencement of the services	5
	Package 1 transmission lines	Final Detailed Design Report	Within 8 month after commencement of the services	5
	Common	Draft Bidding Document	Within 10 month after commencement of the services	5
	Common	Final Bidding Document	Within 12 month after commencement of the services	5
	Common	Technical Evaluation Report	At the end of technical evaluation	5
	Common	Tender Evaluation Report	At the end of tender	5
Construction Supervision	Common	Monthly Progress Report	Every month	5
	Common	Quarterly Progress Report	Every quarter	5
	Common	Construction completion Report (and As-built Drawings, if any)	Within 3 month after completion of construction	5
	Common	Defect Inspection Report	At the end of defect notification period	5
Training	Common	Training Plan	At appropriate timing in accordance with the Inception Report	2
	Common	Training Execution and Evaluation Report	Within 1 month after training	2
Environment and Social Safeguard	Common	Environmental Monitoring Report	Every quarter	5
	Common	Land Acquisition and Resettlement Monitoring Report	Every month until land, acquisition and resettlement activities including livelihood restoration program are completed.	5

	Common	Environmental and Social Safeguard Evaluation Report	At the end of the consulting services	5
Other Report	Common	Technical Report	As required or upon request	As required

Contents to be included in each report are as follows:

(Consultancy Services)

- a) Inception Report: To be submitted within 1 month after the commencement of the services, presenting the methodologies, schedule, organization, etc.
- b) Monthly Progress Report: Describes briefly and concisely all activities and progress for the previous month by the 10th day of each month. Problems encountered or anticipated will be clearly stated, together with actions to be taken or recommendations on remedial measures for correction. Also indicates the work to be performed during the coming month.
- c) Project Completion Report (for submission to JICA) : To comprise whole project description and final details of the construction completed together with photographs.

(Tender Assistance)

- d) Technical Requirements Review Reports : Presenting the results of review of the Technical Requirements, calculation sheets, design drawings, cost estimate, technical specification and BOQ along with detail construction schedule.
- e) Draft Detailed Design Report: Describes the results of site survey including topographic survey and soil investigation, engineering design of towers and foundation, Bill of Quantity and drawings.
- f) Final Detailed Design Report: Describes the final results of site survey including topographic survey and soil investigation, engineering design of towers and foundation, Bill of Quantity and drawings.
- g) Draft Bidding Documents, to be submitted in the 10 months after the commencement

of the services, presenting the bidding documents and bid evaluation criteria.

- h) Bidding Documents, to be submitted in the 12 months after the commencement of the services, presenting the bidding documents and bid evaluation criteria.
- i) Technical Evaluation Report to present the results of the evaluation of technical bids and to be submitted at the end of technical evaluation.
- j) Tender Evaluation Report to present the results of the tenders to select the most responsible contractors.

(Construction Supervision)

- k) Monthly Progress Report, be submitted every month during construction, presenting the progress status of the Project.
- l) Quarterly Progress Report, to be submitted at every three (3) months during construction, presenting the progress status of the Project.
- m) Construction Completion Report, to be submitted within three (3) month after completion of construction, which comprises a full size of as-built drawings for all the structures and facilities completed, and the final details of the construction completed together with all data, records, material tests results, field books.
- n) Defect Inspection Report, to be submitted at the end of Defect Notification Period, presenting details of defect if any and actions taken to rectify the defect.

(Training)

- o) Training plan, to be submitted at appropriate timing in accordance with the Inception Report, presenting the contents and schedule of training and personnel to be trained and their qualifications.
- p) Training Execution and Evaluation Report, to be submitted after one month after the training, presenting the records, outcome and effectiveness of the training.

(Environment and Social Safeguard)

- q) Environmental Monitoring Report, to be submitted at every three (3) months after the commencement of the services until the completion of the Project, presenting the environmental impacts and implementation of environmental mitigation measures. After the completion of the Project, the Report will be submitted [semi-annually or annually] by TCN for one (1) year. The Environmental Monitoring Forms attached as Appendix # will be filled and attached to the Report.
- r) Land Acquisition and Resettlement Monitoring Report, to be submitted at every month until land acquisition and resettlement activities including livelihood restoration program are completed. The RAP monitoring form attached as Appendix # will be filled and attached to the Report.
- s) Environmental and Social Safeguard Evaluation Report, to be submitted at the end of consulting services presenting environmental impacts and implementation of environmental mitigation measures, the results of land acquisition and resettlement activities including livelihood restoration program throughout the Project

Chapter 7. Obligations of the Executing Agency (Client)

A certain range of arrangements and services shall be provided by TCN to the Consultant for smooth implementation of the Consulting Services. In this context, TCN shall:

(1) Assistance and exemption

Use its best efforts to, as described in the Sub-Clause 5.1 of General Conditions of Contract:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their

eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.

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

(2) Services, Facilities and Property of TCN

Make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property in accordance with Sub-Clause 5.4 (a) of General Conditions of Contract, described as follows:

- Provide an office space in the Headquarters of TCN with necessary equipment, furniture and utility. However, the Consultant's requirement for office space, including necessary equipment, furniture and utilities, should be clearly stated in the proposal with its rental cost for the case where TCN would be unable to provide such facilities

(3) Counterpart Personnel

Make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by TCN with the Consultant's advice, in accordance with Sub-Clause 5.5 (a) of General Conditions of Contract, if necessary.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Time-Based Contract

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Section VII. Form of Contract

Form of Contract

TIME-BASED

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

[Note: If the Consultant consists of more than one entity all of which are liable under the contract, the above shall be partially amended to read as follows: ...](hereinafter called the “Client”) and, on the other hand, a Joint Venture consisting of the following entities, each 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 collectively 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) by an Agreement dated [day, month, year] (hereinafter called the Loan Agreement) between the [name of Borrower] (hereinafter called the Borrower) and the Japan International Cooperation Agency (hereinafter called “JICA”), JICA has agreed to make a loan to the Borrower for the purpose of financing [name of the Project] (hereinafter called the Project);

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:
 - (i) This Form of Contract;
 - (ii) Minutes of Contract Negotiation;
 - (iii) The Special Conditions of Contract (SCC);
 - (iv) The General Conditions of Contract (GCC);
 - (v) The following Appendices:

- Appendix A : Description of Services
- Appendix B : Expert Schedule
- Appendix C : Summary of Cost Breakdown
- Appendix D : Remuneration Cost Breakdown
- Appendix E : Reimbursable Cost Breakdown

- Appendix F : Table of Adjustment Data
- Appendix G : Form of Advance Payment Security
- Appendix H : Acknowledgment of Compliance with Guidelines for the Employment of Consultants under Japanese ODA Loans
- Appendix I : Eligible Source Countries of Japanese ODA Loans

In the event of any ambiguity or conflict between the documents listed above, the order of precedence shall be the order in which the documents are listed in this Clause 1.

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

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

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

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

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

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

[*For a JV, only the lead member shall sign, 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 JV*]

[*Name of the lead member*]

[*Authorized Representative on behalf of a JV*]

Section VIII. General Conditions of Contract

Section IX. Special Conditions of Contract

GCC Clause No.	Amendments of, and Supplements to, GCC Clause
1.1 (a)	The Applicable Guidelines are those published in <i>April 2012</i>
1.1 (b)	<i>This Clause SCC 1.1(b) is not applicable</i>
1.1(e) & 1.6	Client's name and address: Transmission Company of Nigeria, 14 Zambezi Crescent, Maitama, Abuja, Nigeria. Tel: +2348035890382
1.1(f) & 1.6	Consultant's name and address: to be determined later
1.4	The Contract shall be executed in: <i>English</i> .
1.8	The Lead Member is [<i>insert name of member</i>] [If the Consultant consists of a JV, then the name of the firm whose address is specified in Clause SCC 1.6 shall be inserted here. If the Consultant consists only of a single firm, then delete the above and state "This Clause SCC 1.8 is not applicable."]
1.9	The Authorized Representatives are: For the Client : _____ For the Consultant : _____
2.1(a)	<i>This Clause SCC 2.1(a) is not applicable</i>
2.1(c)	<i>This Clause SCC 2.1(c) is not applicable</i>
2.2	<i>This Clause SCC 2.2 is not applicable</i>
2.4	The time period shall be <i>sixty-seven months</i> .
3.4 (e) (i)	<i>This Clause SCC 3.4 (e) (i) is not applicable</i>
3.4 (e)	The ceiling on Consultant's liability shall be limited to the product of <i>1.0</i> multiplied by the

GCC Clause No.	Amendments of, and Supplements to, GCC Clause																							
(ii)	Contract Price.																							
3.5	<p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant or its Experts or any Subconsultants or their Experts, with a minimum coverage “<i>in accordance with the applicable law in the Client’s country</i>”</p> <p>(b) professional liability insurance (PLI), with a minimum coverage of (<i>to be determined when the contract price is known after the bidding exercise. However, “The coverage shall not exceed the Contract Price or 1 billion Japanese Yen, whichever is smaller.”</i>)</p> <p>(c) employer’s liability and workers’ compensation insurance in respect of the Experts of the Consultant and of any Subconsultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(d) insurance against loss of or damage to</p> <p>(i) equipment purchased in whole or in part with funds provided under this Contract,</p> <p>(ii) the Consultant’s property used in the performance of the Services, and</p> <p>(iii) any documents prepared by the Consultant in the performance of the Services.</p>																							
3.8	<i>This Clause SCC 3.8 is not applicable</i>																							
4.6.1	<p>Working days and hours shall be as described below:</p> <p>(a) One (1) month equals <i>twenty-two (22)] working days</i>.</p> <p>(b) One (1) working day shall be <i>eight (8)] Hours</i>.</p> <p>(c) Weekly working days and time shall be as follows:</p> <table><tr><th rowspan="2">Day</th><th colspan="3">Working Time</th></tr><tr><th><i>from</i></th><th><i>to</i></th><th>No. of Hours</th></tr><tr><td>Monday</td><td>8am</td><td>5pm</td><td><i>8</i></td></tr><tr><td>Tuesday</td><td>8am</td><td>5pm</td><td><i>8</i></td></tr><tr><td>Wednesday</td><td>8am</td><td>5pm</td><td><i>8</i></td></tr><tr><td>Thursday</td><td>8am</td><td>5pm</td><td><i>8</i></td></tr></table>	Day	Working Time			<i>from</i>	<i>to</i>	No. of Hours	Monday	8am	5pm	<i>8</i>	Tuesday	8am	5pm	<i>8</i>	Wednesday	8am	5pm	<i>8</i>	Thursday	8am	5pm	<i>8</i>
Day	Working Time																							
	<i>from</i>	<i>to</i>	No. of Hours																					
Monday	8am	5pm	<i>8</i>																					
Tuesday	8am	5pm	<i>8</i>																					
Wednesday	8am	5pm	<i>8</i>																					
Thursday	8am	5pm	<i>8</i>																					

GCC Clause No.	Amendments of, and Supplements to, GCC Clause																			
	<table><tr><td>Friday</td><td>8am</td><td>5pm</td><td>8</td></tr><tr><td>Saturday</td><td>N/A</td><td>N/A</td><td>N/A</td></tr><tr><td>Sunday</td><td>N/A</td><td>N/A</td><td>N/A</td></tr><tr><td colspan="3">Total No. of Weekly Hours</td><td>40</td></tr></table> <p>(c) National holidays, public holidays weekly holidays etc. shall be locally recognized days</p> <p><u>Note:</u></p> <p>N/A – Not Applicable</p> <p>1 hour break time is assumed during the working days</p>				Friday	8am	5pm	8	Saturday	N/A	N/A	N/A	Sunday	N/A	N/A	N/A	Total No. of Weekly Hours			40
Friday	8am	5pm	8																	
Saturday	N/A	N/A	N/A																	
Sunday	N/A	N/A	N/A																	
Total No. of Weekly Hours			40																	
5.1 (a) through (f)	This Clause SCC 5.1(a) through (f) is not applicable																			
6.1(a)	The Contract Price is: <i>[insert amount and currency for each currency, as applicable]</i> .																			
6.3 (a) & (b)	<p><i>[All relevant information on the Consultant’s liabilities with respect of duties, taxes and levies in this provision shall be consistent with DS 11.2(c).</i></p> <p><i>The Client shall indicate clearly which taxes, duties and levies are exempted and the relevant exemption categories (as described below), in accordance with the Exchange of Notes between the Client’s country and the Government of Japan, and under the law of the Client’s country.</i></p> <p><i>If the liabilities as to taxes, duties and levies shall be solely borne by the Consultant, delete all below and state “This SCC 6.3 (a) & (b) is not applicable.”.]</i></p> <p>Exemptions from duties, taxes or levies which are described under this SCC 6.3 (a) & (b) fall into two categories, namely:</p> <ul style="list-style-type: none">– “No Pay” category: The Consultant shall be entitled to exemption from tax liabilities falling into this category, without having to make any payment arising from or out of or in connection with such liabilities.– “Pay & Reimburse” category: The Consultants shall be entitled to exemption from tax																			

GCC Clause No.	Amendments of, and Supplements to, GCC Clause															
	<p>liabilities, falling into this category, provided that the Consultant first makes all payments arising from, or out of, or in connection with, such liabilities and then apply for reimbursement from the relevant authority, following the procedure prescribed by such authority.</p> <p>A. In accordance with the Exchange of Notes between the Government of the Client’s country and the Government of Japan:</p> <p>(i) & (ii) duties, taxes and levies listed in the table below shall be exempted.</p> <p><i>[The Client shall add or modify tax liabilities as appropriate and indicate the exemption category of each of them in the table below.]</i></p> <table><tr><th>No.</th><th>Duty/ Tax/ Levy</th><th>Exemption Category</th></tr><tr><td>1.</td><td>Corporate income tax, including withholding tax, on any Japanese companies, operating as a consultant, with respect to the income accruing from the supply of products and/or services to be provided under Japanese ODA Loans.</td><td>“No Pay”</td></tr><tr><td>2.</td><td>Personal income tax on Japanese employees engaged in the implementation of the Project for their personal income derived from any Japanese companies operating as a consultant for the implementation of the Project.</td><td>“No Pay”</td></tr><tr><td>3.</td><td>Custom duties and related fiscal charges on any Japanese companies operating as a consultant, with respect to the import and re-export of their own materials and equipment needed for the implementation of the Project.</td><td>“No Pay”</td></tr><tr><td>4</td><td>All value added tax (VAT) on any Japanese companies as a consultant, with respect to the purchases of products and/or services to be provided under the Project.</td><td>“No Pay”</td></tr></table> <p>(iii) duties, taxes and levies listed below shall be paid by the Client on behalf of the Consultant: Import duty, VAT</p> <p><i>[Indicate in the table below, any other tax exemptions available to the Consultant in accordance with the law of the Client’s country. If there is none, delete the paragraph below]</i></p>	No.	Duty/ Tax/ Levy	Exemption Category	1.	Corporate income tax, including withholding tax, on any Japanese companies, operating as a consultant, with respect to the income accruing from the supply of products and/or services to be provided under Japanese ODA Loans.	“No Pay”	2.	Personal income tax on Japanese employees engaged in the implementation of the Project for their personal income derived from any Japanese companies operating as a consultant for the implementation of the Project.	“No Pay”	3.	Custom duties and related fiscal charges on any Japanese companies operating as a consultant, with respect to the import and re-export of their own materials and equipment needed for the implementation of the Project.	“No Pay”	4	All value added tax (VAT) on any Japanese companies as a consultant, with respect to the purchases of products and/or services to be provided under the Project.	“No Pay”
No.	Duty/ Tax/ Levy	Exemption Category														
1.	Corporate income tax, including withholding tax, on any Japanese companies, operating as a consultant, with respect to the income accruing from the supply of products and/or services to be provided under Japanese ODA Loans.	“No Pay”														
2.	Personal income tax on Japanese employees engaged in the implementation of the Project for their personal income derived from any Japanese companies operating as a consultant for the implementation of the Project.	“No Pay”														
3.	Custom duties and related fiscal charges on any Japanese companies operating as a consultant, with respect to the import and re-export of their own materials and equipment needed for the implementation of the Project.	“No Pay”														
4	All value added tax (VAT) on any Japanese companies as a consultant, with respect to the purchases of products and/or services to be provided under the Project.	“No Pay”														

GCC Clause No.	Amendments of, and Supplements to, GCC Clause									
	<p><i>in its entirety.</i></p> <p>B. In addition to the above, in accordance with the law of the Client’s country:</p> <p>(i) & (ii) duties, taxes and levies listed in the table below shall be exempted.</p> <table><tr><th>No.</th><th>Duty/ Tax/ Levy</th><th>Exemption Category</th></tr><tr><td>1</td><td><i>[insert duty/ tax/ levy]</i></td><td><i>[indicate whether “No Pay” or “Pay & Reimburse”]</i></td></tr><tr><td>etc.</td><td></td><td></td></tr></table> <p>(iii) duties, taxes and levies listed below shall be paid by the Client on behalf of the Consultant:</p> <p><i>[insert list of duties, taxes and levies.]</i></p>	No.	Duty/ Tax/ Levy	Exemption Category	1	<i>[insert duty/ tax/ levy]</i>	<i>[indicate whether “No Pay” or “Pay & Reimburse”]</i>	etc.		
No.	Duty/ Tax/ Levy	Exemption Category								
1	<i>[insert duty/ tax/ levy]</i>	<i>[indicate whether “No Pay” or “Pay & Reimburse”]</i>								
etc.										
6.4	<p>The currency(ies) of payment shall be the following:</p> <p>(i) <i>Naira</i></p> <p>(ii) Japanese Yen (JPY)</p> <p>(iii) US Dollars & Euros</p> <p><i>[The currency(ies) shall be the same as that/those indicated in ITC 11.3 and in the Financial Proposal.]</i></p>									
6.5(a)	<p>The amount of the advance payment is:</p> <p>– 10% in foreign currency(ies); and</p> <p>– 10% in local currency.</p> <p>Repayment amortization rate of advance payment shall be: 17%</p>									
6.5(b)	<p>The Consultant shall submit to the Client itemized invoices at time intervals of 2 months</p>									
6.5(e)	<p>The accounts are:</p> <p>– for foreign currency or currencies: <i>[insert account]</i>.</p> <p>– for local currency: <i>[insert account]</i>.</p>									

GCC Clause No.	Amendments of, and Supplements to, GCC Clause
6.6(a)	<p>Payment of the amount due in:</p> <p>(a) local currency, payable from the proceeds of the Loan shall be made through Transfer Procedure; and</p> <p>(a) local currency, payable from the proceeds of the Loan shall be made through Transfer Procedure and</p> <p>(b) foreign currency, payable from the proceeds of the Loan shall be made through Transfer Procedure</p> <p>The brochures describing the JICA' s Disbursement Procedures above are available at</p> <p>https://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/procedure/c8h0vm0000aoeopw-att/transfer_202104.pdf</p>

Section X. Appendices

List of Appendices

APP(A)

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Appendix A – Description of Services

[This Appendix will include the final Terms of Reference worked out by the Client and the Consultant during the negotiations.]

In accordance with Clause GCC3.7.1 Reporting Obligations, GCC 5.1, GCC 5.4(a) and GCC 5.5(a)), services, facilities, properties and counterpart personnel to be provided by the Client and the timing and manner in which they shall be provided shall be described here.]

Appendix B – Expert Schedule

[Insert a table based on Form TECH-7 of the Consultant's Technical Proposal as finalized during the Contract negotiations. Attach the CVs demonstrating the qualifications of Key Experts (Form TECH-6 of the Consultant's Technical Proposal) updated and signed by the respective Key Experts.

In addition, include the following provisions, as appropriate, if the Expert Schedule to be inserted as above does not contain such provisions.]

“For the purposes of this Appendix B – Expert Schedule, the following shall apply:

1. Months are counted from the start of the assignment. For each Expert, the input for home and field work shall be indicated separately.
2. Working days and hours shall be as set forth in SCC Clause 4.6.1.
3. Home Work and Field Work
 - (a) “**Home Work**” means:
 - (i) in case of an International Expert, work carried out in his/ her country of residence.
 - (ii) in case of a Local Expert, work carried at his/her normal place of work.
 - (b) “**Field Work**” means:
 - (i) in case of an International Expert, work carried out in a country other than his/ her country of residence.
 - (ii) in case of a Local Expert, work carried at a place other than his/ her normal place of work.”

Appendix C – Summary of Cost Breakdown

[insert Form FIN-2 of the Consultant's Financial Proposal as finalized during the Contract negotiations]

Appendix D – Remuneration Cost Breakdown

[Insert Form FIN-3 of the Consultant's Financial Proposal as finalized during the Contract negotiations.]

In addition, please include the following provisions, as appropriate, if the Remuneration Cost Breakdown to be inserted as above does not contain such provisions.]

“For the Purposes of this Appendix D – Remuneration Cost Breakdown, the following shall apply:

1. Full-time Employee, Other Source Experts and Independent Experts
 - (a) “Full-time (FT) employee” means an employee of the lead firm or joint venture member or Subconsultant;
 - (b) “Other Source (OS) Experts” means an Expert provided by another source that is not the Consultant or Lead firm or a member firm of a JV or a Subconsultant firm;
 - (c) “Independent Expert (IP)” means independent/ self-employed Expert.
2. For computation of remuneration payable to Experts:
 - (a) payments for periods of less than one month shall be calculated:
 - (i) on an hourly basis for the actual time spent in the Consultant's home office and directly attributable to the Services (one hour being equivalent to $1/X^{\text{th}}$ of a month where X = number of working hours per day multiplied by number of working days per month, usually $176 (8 \times 22)$); and
 - (ii) on a calendar-day basis for the time spent away from the Consultant's home office (one day being equivalent to $1/30^{\text{th}}$ of a month; irrespective of the number of monthly working days stated in Appendix B (Expert Schedule) and the number of calendar days in the subject month).
 - (b) in case of an International Experts working away from the Consultant's home office, the times spent for international travel between the country where he/she works (e.g. the Client's country) and his/her country of residence (calculated from departure to arrival) shall be considered as working days for all purposes of this Contract, and shall be added to the working period.
3. Home Office Rate and Field Rate
 - (a) “Home Office Rate” means remuneration rate which applies when an International Expert works in his/her country of residence or a Local Expert works in his/her usual place of work.

- (b) “Field Rate” means remuneration rate which applies when an International Expert works in a country other than his/her country of residence or a Local Expert works in a place other than his/her usual place of work.

Appendix E – Reimbursable Cost Breakdown

[Insert Form FIN-4 of the Consultant's Financial Proposal as finalized during the Contract negotiations.

In addition, include the following provisions, as appropriate, if the Reimbursable Cost Breakdown to be inserted as above does not contain such provisions.]

“For the Purposes of this Appendix E – Reimbursable Cost Estimates, the following shall apply:

- (1) “Per Diem” means the daily rate (i.e., one rate for all locations) which shall be calculated as the weighted average (cost per day), on the basis of 30 days per calendar month, considering the cost of accommodation, meals and all other similar expenses, reasonably incurred by:
 - (a) an International Expert, when he/she works in a country other than his/ her country of residence.
 - (b) a Local Expert, when he/she works at an any place other than his/ her normal place of work.
- (2) With respect of the international travel expenses, the following shall apply:
 - (a) International travel costs will show the airfares needed by International Experts to travel from their home office, or regular place of work, to the field, by the most appropriate and the most direct practicable route. Air travel cost shall be estimated by business class for senior experts (normally more than 18 years of working experiences) except for short-distance (less than 8 hours) flights and economy class for other experts.
 - (b) For International Experts spending twenty-four (24) consecutive months or more in the Client's country, one extra round trip will be reimbursed for every twenty-four (24) months of assignment in the Client's country. Such International Experts will be entitled to such extra round trip only if upon their return to the Client's country, such International Experts are scheduled to serve for the purposes of the Project for a further period of not less than six (6) consecutive months.
 - (c) Air transport for dependents: the cost of transportation to and from the Client's country of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the International Experts assigned to resident duty in the Client's country for the purpose of the Services for periods of six (6) consecutive months or longer, provided

that the stay of such dependents in the Client's country shall have been for not less than three (3) consecutive months duration. If the assignment period for resident staff of the International Experts will be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month assignment will be reimbursed.

- (d) The number of round trips, the cost for each trip and destinations is shown under "air travel".
- (3) A separate item "Miscellaneous Travel Expenses" is shown to cover a lump sum allowance per round trip for processing necessary travel documents (passport, visas, travel permits), airport taxes, transport to and from airports, inoculations, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight for each International Expert and each eligible dependent, etc.

Appendix F – Table of Adjustment Data

Table A. Local Currency

[insert Table A. Local Currency of Form FIN-5 of the Consultant's Financial Proposal as finalized during the Contract negotiations]

Table B. Foreign Currency

[insert Table B. Foreign Currency of Form FIN-5 of the Consultant's Financial Proposal as finalized during the contract negotiations]

Appendix G – Form of Advance Payment Security

[Insert hereunder an acceptable form of an advance payment security. An example is set forth below. Reference shall be made to Clause 6.5(a) of the Conditions of Contract.]

If the form given below is used, 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.]

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 Consulting Firm or name of the Joint Venture, same as appears in the signed Contract]* (hereinafter called "the Consultants") has entered into Contract No. *[reference number of the contract]* dated *[date]* 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 Consultants, 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 Consultants are in breach of their obligation under the Contract because the Consultants 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 Consultants on their account number _____ at [*name and address of Bank*].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of your certified statements to such effect which shall be presented to us by the Consultants. This guarantee shall expire, at the latest, upon our receipt of the certified payment certificate issued by you indicating that the Consultants have made full repayment of the amount of the advance payment, or on the __ day of [*month*] [*year*]² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

[*signature(s)*]

Note: *All italicized text is to assist in preparing this form and shall be deleted from the completed form submitted to the Client.*

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

Appendix H – Acknowledgment of Compliance with Guidelines for the Employment of Consultants under Japanese ODA Loans

[The completed Form TECH-9 in Section III, Technical Proposal Forms is used for this Appendix.]

Appendix I – Eligible Source Countries of Japanese ODA Loans

[The Client shall insert Form Section V. Eligible Source Countries of Japanese ODA Loans, in this Appendix.]