



SOLOMON ISLANDS GOVERNMENT

PROPERTIES, FACILITIES AND PROJECTS DEPARTMENT

REQUEST FOR PROPOSAL

**CONSULTANT SERVICES
FOR DESIGN & DOCUMENTATION FOR PROPOSED FBT-SBM BUILDING
UPGRADE AT KUKUM CAMPUS, HONIARA**

Reference Number: SINU-T04/23

3rd May 2023

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SECTION I – INVITATION FOR PROPOSAL

Invitation Notice

The *Solomon Islands National University* wishes to invite eligible companies to submit proposals for the provision of consultancy services for *Design and Documentation for proposed FBT-SBM Building Upgrade*.

A firm will be selected under a Simplified Quality and Cost Based Selection (QCBS) method and the procedures described in this RFP.

The Request for Proposals includes the following documents:

- Section 1, Letter of Invitation;
- Section 2, Instructions to Consultants;
- Section 3, Data sheet;
- Section 4, Technical Proposal Submission Forms
- Section 5, Financial Proposal Submission Forms
- Section 6, Terms of Reference
- Section 7, Draft Contract

Please inform us in writing at procurement@sinu.edu.sb whether you will submit a proposal in order to register your company's interest and inform you of any changes or addenda that might arise before the closing date.

Last date of receipt of complete bid document is 25/05/2023 up to 4.00pm. SINU reserves the right to accept or reject any or the entire tender in full or in part without assigning any reason whatsoever. SINU also reserves the right to cancel the entire tendering process at any stage, before awarding the contract.

Wendy Riita Afu
Secretary, University Tender Board
Solomon Islands National University

3rd May 2023

SECTION II - INSTRUCTIONS TO CONSULTANTS

Instruction to Consultants

2.1. General

2.1.1. Scope

The Request for Proposal (RFP) document is for the *Engagement of Consultant* as specified in the data sheet. Consultants must comply fully with the requirements set out in this document.

2.1.2. Source of Funds

Funding for this consultancy service will be made available from the Development Budget provided by Solomon Islands Government.

2.1.3. Eligibility

Participation in this tender process is open to interested Design & Architectural Companies, subject to the limitations below.

2.1.4. Restrictions to Eligibility

Organisations or individuals who are prohibited from participation by any act taken in compliance with a decision of the UN Security Council, or those blacklisted by a “watchdog” committee of the Solomon Islands Government, or any international development agency will not be considered.

Any consultant who attempts to influence the outcome of the selection process by discrediting competing applications, or by threatening any member sitting on the selection panel, the Purchaser or any of its staff, or transfers gifts, payments or other benefits to the Purchaser, any staff member, or any member sitting on the selection panel, will be automatically disqualified from consideration.

If information provided by the consultant to support an application, especially regarding past performance and references is falsified, such application will be disqualified from consideration.

2.1.5. Conflict of Interest

Any event influencing the capacity of a candidate consultant or contractor to give an objective and impartial professional opinion, or preventing him, at any moment, from giving priority to the interests of the Purchaser. Any consideration relating to possible contracts in the future or conflict with other commitments, past, present, of a candidate consultant or contractor, or any conflict with his own interests. These restrictions also apply to subcontractors and employees of the candidate, consultant or contractor. There is a conflict of interest if compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with the beneficiary.

2.1.6. Request for Clarification

Any request for clarification must be received by the Purchaser in writing at least 3 days before the deadline for submission of tender. The Purchaser will reply to consultants' questions at least 2 days before the deadline for submission of tenders. If the Purchaser, either on its own initiative or in response to a request from a consultant, provides additional information on the proposal document, such information will be sent in writing to all consultants who have indicated their intention to submit a proposal.

2.1.7. Amendment of RFP Documents

At any time prior to the deadline for submission of proposals, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective consultant, may modify the RFP documents by amendment. All prospective consultants will be notified of the amendment in writing and it will be binding on them. The Purchaser may, at their discretion, extend the deadline to allow consultants reasonable time to take the amendment into account.

The Purchaser may call a pre bid conference as indicated in the BDS, attendance at such a conference is

SECTION II - INSTRUCTIONS TO CONSULTANTS

not mandatory. Tenderers however, are advised to ensure their familiarity with the requirements, location and project for this RfP.

2.1.8. Ethics

It is a requirement that both the Purchaser and prospective consultants observe the highest standards of ethics during the procurement and execution of contracts.

In pursuance of this policy, the Purchaser requires that all consultants concerned take measures to ensure that no transfer of gifts, payments or other benefits to public officials and/or procurement /management staff with decision making responsibility or influence, occur.

The Purchaser reserves the right to suspend or cancel a proposal if corrupt practices of any kind are discovered at any stage of the award process. For the purpose of this provision, the terms set forth below shall have the following meaning:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of any officer involved in the procurement of goods and/or services, or the threatening of injury to a person, property or reputation in connection with the procurement process or in contract execution, in order to obtain or retain business or other improper advantage in the conduct of business; and

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the SIG, and includes collusive practices among consultants (prior to or after submission of tenders) designed to establish prices at artificial, non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

Any attempt by a candidate or consultant to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Purchaser during the process of examining, clarifying, evaluating and comparing proposals will lead to the rejection of his candidacy or proposal and may result in administrative penalties (e.g. suspension).

The contract shall govern the contracting parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.

The consultant shall refrain from any relationship likely to compromise his independence or that of his staff. If the consultant ceases to be independent, the Purchaser may, regardless of injury, terminate the contract without further notice and without the contractor/consultant having any claim to compensation.

All proposals will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses.

2.2. Preparation of Proposals

2.2.1. Language

The proposal and all correspondence and documents, related to the proposal and exchanged by the consultant and the Purchaser, must be written in English.

2.2.2. Technical proposal

The technical proposal, which shall not be more than ten (10) pages long, excluding annexes, shall provide the following information:

a brief description of the firm's organisation, legal status (i.e. partnership, sole proprietorship, limited liability company, etc.), financial turnover and an outline of recent experience on assignments of a similar nature; any comments or suggestions of the consultant on the Terms of Reference; a description of the approach and detailed methodology proposed for undertaking the assignment; a schedule of the proposed staff team by specialisation, the proposed assignment of tasks for each staff team member and their timing;

SECTION II - INSTRUCTIONS TO CONSULTANTS

detailed CVs duly signed by the proposed professional staff, and the authorised representative submitting the proposal; and an activity schedule indicating detailed tasks allocated to proposed team members in line with the approach and detailed methodology. This should also detail estimates of the total staff input (professional and support staff time) needed to carry out the assignment.

Alternative professional staff shall not be proposed, and only-one curriculum vitae (CV) may be submitted for each position. CVs may be submitted as an Annex to the technical proposal and shall form an integral part of the proposal.

The technical proposal must not include any financial information. Financial proposals must be submitted in a separate sealed envelope. The envelope containing technical proposals must not contain any financial proposal or financial information.

2.2.3. Financial proposal

Currency of Proposals

All proposals must be presented in Solomon Island Dollars. Any resultant contract will be placed in the currency of the proposal and a consultant will not be allowed to amend the currency of the proposal once it has been submitted. Proposals in any other currency will not be considered.

Format

The consultant must specify the estimated total costs for the assignment specified as fees for each tasks. A table indicating the detailed tasks for each team member as proposed in the Technical Proposal (Section 2.2.2 (f) above), the number of estimated input days for each proposed team member and the resultant fee rate and total, must be provided in the financial proposal. Reimbursable costs must be specified and detailed separately. Other costs must be included in the fees.

2.2.4. Proposal Validity

Consultants shall be bound by their proposals for a period of 90 days from the deadline for the submission of proposals. In exceptional cases and prior to the expiry of the original proposals validity period, the Purchaser may ask consultants in writing to extend this period. Consultants that agree to do so will not be permitted to modify their proposals. If they refuse, their participation in the proposal procedure will be terminated. The successful consultant will be bound by his proposal for a further period of 30 days following receipt of the notification that he has been selected.

2.2.5. Format and Signature of Proposal

The consultant shall prepare one original (marked "ORIGINAL") and the number of copies (marked "COPY") specified in the Data Sheet. The original and all copies of the proposal shall be typed or written in indelible ink and signed by an authorised signatory on behalf of the consultant. Any alterations or erasures shall only be valid if initialled by the person signing the proposal.

2.2.6. Proposal Pricing

Consultants will be deemed to have satisfied themselves, before submitting their proposal, as to its correctness and completeness and to have taken account of all that is required for the full and proper performance of the contract and to have included all costs in the rates and prices.

2.2.7. Cost of Proposals

All costs incurred by the consultant in preparing and submitting the proposal will not be reimbursed.

2.3. Submission and Opening of Proposals

Date for Submission of Proposals.

Proposals must be received by the Purchaser at the place, time and date specified in the Data Sheet.

Late Submission of Proposals

Any proposal received after the deadline for the submission of proposals will be rejected by the Purchaser and returned unopened to the consultant. No liability can be accepted for late delivery of

SECTION II - INSTRUCTIONS TO CONSULTANTS

proposals.

2.3.3. Submission and Sealing of Proposals

Consultants must submit their proposals (clearly separating technical and financial proposals) by hand and deposited in the tender box at the address indicated in the Data Sheet, the number of copies required is specified in the Data Sheet. The original and the copies of the proposals must be sealed in separate envelopes marked "original" and "copy" and these envelopes enclosed in one single envelope.

The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and warning: "DO NOT OPEN WITH THE TECHNICAL PROPOSAL". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet.

Proposals submitted by overseas applicants may be sent by email to the address and at the time specified in section 2.3.1 above. A signed time dated receipt will be issued to couriers delivering proposals on behalf of Consultants.

2.3.4. Ownership of Proposals

The Purchaser retains ownership of all proposals received and consultants have no right to have their proposals returned, unless the proposal was received after the deadline for submission of proposals.

2.3.5. Modification and Withdrawal of Proposals

A consultant may modify or withdraw its proposal after the proposal's submission, provided that written notice of the modification, including substitution or withdrawal of the proposal, is received by the Purchaser prior to the required deadline for submission of proposals. A withdrawal notice may also be sent by fax, but must be followed by a signed confirmation copy, postmarked not later than the deadline for submission of proposals.

No proposal may be modified after the deadline for submission of proposals. No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the consultant on the Form of Proposal.

2.3.6. Joint Venture or Consortium

If a consultant is a joint venture or consortium of two or more persons, the proposal must be single with the object of securing a single contract, each person will be jointly and severally liable for the proposal and any resulting contract. Those persons must designate one of their members to act as lead partner with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior consent in writing by the Purchaser.

The proposal may be signed by the representative of the joint venture or consortium only if they have been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract. All signatures to the authorising instrument must be certified in accordance with the applicable laws and regulations to each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the proposal are empowered to enter into commitments on behalf of the members of the joint venture or consortium.

Each member of such joint venture or consortium must provide the proof required under eligibility as if it, itself, were the consultant.

2.3.7. Proposal Opening

The technical proposals will be opened at the time and date specified in the Proposal Data Sheet, by the committee appointed for the purpose, to determine whether the proposals contain all of the required documents and have been properly signed. Any envelopes marked "Withdrawal" or received after the deadline shall not be opened but shall be returned to the consultant(s). The Financial Proposals shall be

SECTION II - INSTRUCTIONS TO CONSULTANTS

opened at a date and time after the completion of the Technical Evaluation and the approval of the Technical Evaluation Report. Consultants who have scored 80 and over in the Technical Evaluation shall be invited to the opening of the financial proposals if required by Tender Board Committee (TBC).

2.4. Evaluation of Proposals

From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Purchaser on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Purchaser in the Purchaser's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

Evaluation of the bids will be carried out by a team of not less than three and not more than five persons including Technical, Financial and Administrative Representative(s) of the Purchaser.

The evaluation committee, appointed by the Purchaser as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it fails to meet the minimum requirements as spelled out in the Terms of Reference, or it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

After the evaluation of quality is completed, the Purchaser shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered nonresponsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Purchaser shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals if required by TBC.

The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Purchaser shall prepare minutes of the public opening.

The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Purchaser will cost them and add their cost to the initial price) and correct any computational errors.

In case of QCBS, the lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$ The firm achieving the highest combined technical and financial score will be invited for negotiations.

Recommendation for the proposed contract award shall be forwarded for approval by the University Tender Board.

2.5. Award of Contract

The firm achieving the highest combined technical and financial score will be contacted by the Purchaser in writing requesting opening of negotiations on the proposed contract. The actual location and time of these negotiations will be decided and agreed by both parties at the opening of the negotiations. If these negotiations are successful then contract documents shall be processed and passed to the Purchaser and any other necessary body for processing at the earliest opportunity.

SECTION II - INSTRUCTIONS TO CONSULTANTS

The Purchaser reserves the right to reject all or any bid submitted for this tender or to cancel the tender process at any stage without prior notification to any party.

SECTION III– DATA SHEET

3. Data Sheet

	General
2.1.1	<p>Name of Purchaser: <i>Solomon Islands National University</i></p> <p>Method of selection: Simplified Quality and Cost Based Selection (QCBS)</p> <p>The name and reference number of the Invitation for Proposals is: Request For Proposals (RFP) <i>Design and Documentation for FBT-SBM Building Upgrade</i> <i>Tender Reference Number: SINU-T04/23</i></p>
2.1.6.	<p>Requests for clarifications must be received within 2 days of deadline for submission at the following address:</p> <p><i>wendy.afu@sinu.edu.sb for tender administration</i> <i>frank.lui@sinu.edu.sb for technical specification and requirement</i></p> <p><i>Phone: 42600</i></p>
2.1.7.	Pre-bid conference meeting will be held: No
	Preparation of Proposals
2.2.5.	<p>The consultant shall submit one (1) original and one (1) copy of its proposal.</p> <p>For ease of evaluation, the Consultant may also submit soft copies on flash drive for (a) technical proposal in Ms Word or PDF included in the envelope for the technical bid, and (b) financial proposal in Excel included in the envelope for the Financial Proposal. In case of a difference between soft and hard copies, hard copies shall be applicable.</p>
	Submission and Opening of Proposals
2.3.1.	<p>Proposals must be received before 4:00pm local time on 25th May 2023 at the following address:</p> <p><i>Chairman</i> <i>University Tender Board</i> <i>Solomon Islands National University</i> <i>Kukum Campus</i></p> <p><i>Or</i> <i>Email: tender.board@sinu.edu.sb</i></p>
	Evaluation of Proposals

SECTION III– DATA SHEET

2.4	<p>The Criteria, sub-criteria, and point system for evaluation of the Technical Proposals are:</p> <p style="text-align: right;"><u>Points</u></p> <p>(i) Specific experience of the Consultants relevant to the assignment: 10 points</p> <p>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</p> <p style="padding-left: 40px;">a) Technical approach and methodology 10 points</p> <p style="padding-left: 40px;">b) Work plan 10 points</p> <p style="padding-left: 40px;">c) Organisation and staffing 10 points</p> <p style="padding-left: 80px;"><i>Total points for criterion (i) & (ii):</i> 40 points</p> <p>(iii) Key professional staff qualifications and competence for the assignment: (maximum 3)</p> <p style="padding-left: 40px;">a) Principle Architect 30 points</p> <p style="padding-left: 40px;">b) Civil/Geotech/Structural Engineer 15 points</p> <p style="padding-left: 40px;">c) Quantity Surveyor & cost estimator 15 points</p> <p style="padding-left: 40px;">d) electrical, Mechanical, and Hydraulic / sanitary engineer 15 points</p> <p style="padding-left: 80px;"><i>Total points for criterion (iii):</i> 60 points</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> <p style="padding-left: 40px;">1) General qualifications [30%]</p> <p style="padding-left: 40px;">2) Adequacy for the assignment [60%]</p> <p style="padding-left: 40px;">3) Experience in region and language [10%]</p> <p>The minimum technical score S_t required to pass is: <u>80</u> Points</p>
	<p>The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are: $T = 0.80$ and $P = 0.20$</p>

Section IV – Technical Proposal Submission Forms

4. Technical Proposal Submission Forms

Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Purchaser]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **SINU-T04/23: Design and Documentation for Proposed FBT-SBM Building Upgrade** in accordance with your Request for Proposal dated And our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]²

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

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date agreed between the parties.

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

We remain,

Yours sincerely,

Authorised Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

2 [Delete in case no association is foreseen.]

Section IV– Technical Proposal Submission Forms

Form TECH-2: Consultant's Organisation and Experience

A - Consultant's Organisation

[Provide here a brief (one page) description of the background and organisation of your firm/entity and each associate for this assignment.]

Section IV– Technical Proposal Submission Forms

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment]

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

Firm's Name: _____

Section IV– Technical Proposal Submission Forms

Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Purchaser A - On the Terms of Reference

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

Section IV– Technical Proposal Submission Forms

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Purchaser including administrative support, office space, local transportation, equipment, data, etc. if required]

Section IV– Technical Proposal Submission Forms

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

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

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

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

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

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

Section 4 – Technical Proposal Submission Forms

Form TECH-5: Team Composition and Task Assignments

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Staffing

Section IV – Technical Proposal Submission Forms

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

For key staff only

1. Proposed Position *[only one candidate shall be nominated for each position]:* _____

2. Name of Firm *[Insert name of firm proposing the staff]:* _____

3. Name of Staff *[Insert full name]:* _____

4. Date of Birth: _____ **Nationality:** _____

5. Education *[Indicate college/university and other specialised education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* _____

6. Membership of Professional Associations: _____

7. Other Training *[Indicate significant training since degrees under 5 - Education were obtained]:* _____

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

9. Languages *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* _____

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

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

Employer: _____

Positions held: _____

11. Detailed Tasks Assigned

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that

Section IV – Technical Proposal Submission Forms

<p><i>[List all tasks to be performed under this assignment]</i></p>	<p><i>best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Purchaser: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
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13. Certification:

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

[Signature of staff member or authorised representative of the staff]

Date: _____
Day/Month/Year

Full name of authorised representative: _____

Section IV – Technical Proposal Submission Forms

Form TECH-7: Staffing Schedule 1 Not Applicable

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

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

Full time input

Full time input

Section IV – Technical Proposal Submission Forms

Form TECH-8 Work Schedule

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

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Purchaser 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.

Section V – Financial Proposal Submission Forms

5. Financial proposal submission forms

[Location, Date]

To: [Name and address of Purchaser]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹].

We confirm having full understanding of the Tax requirements on the Solomon Islands for the provision of Consultancy Services and have familiarised ourselves with the requirements of the Inland Revenue Department (IRD). Our financial proposal is in full conformity of the IRD requirements and includes all the required taxes and duties.

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 Paragraph Reference 1.14 of the Data Sheet.

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

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

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

We remain,

Yours sincerely,

Authorised Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Section V – Financial Proposal Submission Forms

1. **B.1 Fees**
2. **B.2 Reimbursable Expenses**
3. **B.3 Procurement Costs**

Name of consultant	Designation	Unit rate per day SBD	No of days	Total SBD
Sub-total B1 Fees				

Reimbursable Expenses	SBD
International Travel	
Per Diems	
Office running costs	
Communication costs	
Transportation costs	
Sub-total B2 Reimbursable Expenses	

	SBD
Procurement Costs	
Sub-total B3 Procurement Costs	

	SBD
Sub-total B1 Fees	
Sub-total B2 Reimbursable Expenses	
Sub-total B3 Procurement Costs	
Total	

SECTION VI - TERMS OF REFERENCE

6. Terms of Reference

[Refer to TOR provided]

Section VII – CONTRACT FORMS

[Contract form will use Lump Sum Contract]

Section VII – CONTRACT FORMS

LUMP SUM CONTRACT

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert Client’s name]* (“the Client”) having its principal place of business at *[insert Client’s address]*, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address]*.

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

- (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
- (ii) The Consultant shall provide the personnel listed in Annex B, “Consultant’s Personnel,” to perform the Services.
- (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, “Consultant’s Reporting Obligations.”

2. Term

The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments *to be completed to reflect the output and timings required*

The schedule of payments is specified below:

- *[insert amount and currency]* upon the Client's receipt of a copy of this Contract signed by the Consultant;
- *[insert amount and currency]* upon the Client's receipt of the draft report, acceptable to the Client; and
- *[insert amount and currency]* upon the Client's receipt of the final report, acceptable to the Client.
- *[insert amount and currency]* Total contract value

C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4

D. Tax Liability

Where payment is subject SIG tax law, any applicable taxes will be deducted from Consultants invoice before payment. The latest information on the relevant withholding taxes and other payables are to be found on the website of the Inland Revenue Department: <http://www.ird.gov.sb>

4. Project Administration

Section VII – CONTRACT FORMS

A. Coordinator.

The Client designates Mr./Ms. *[insert name]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. **Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory. If the Consultant after written notice is still considered not performing in accordance with Clause 1 "Services", the Client may terminate the contract by written notice.

6. **Confidentiality**

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. **Ownership of Material**

Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. **Consultant Not to be Engaged in Certain Activities**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

9. **Insurance**

The Consultant will be responsible for taking out any appropriate insurance coverage, including the liability of the Consultant.

10. **Assignment**

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

11. **Law Governing Contract and Language**

The Contract shall be governed by the laws of The Solomon Islands and the language of the Contract shall be English.

12. **Dispute Resolution**

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the **Solomon Islands**.

Section VII – CONTRACT FORMS

FOR THE CLIENT

Signed: _____

Vice Chancellor Ag.

Date: _____

Witnessed by:

Signed: _____

Title: Director Properties Facilities & Projects Ag.

Date: _____

FOR THE CONSULTANT

Signed by _____

Name:

Title: _____

Date: _____

Section VII – CONTRACT FORMS

List of Annexes

Appendix A - Terms of Reference and Description of the Services

Appendix B - Consultant's Personnel

Appendix C – Consultant's Reporting Requirements

Included in ToR

Appendix D – Cost of the Services

Appendix E – Technical Proposal

Appendix F – Joint Venture Agreement [if any]

Section VII – CONTRACT FORMS

ALTERNATIVE CONTRACT TIME BASED

CONTRACT FOR CONSULTING SERVICES

CONTRACT **NOT APPLICABLE**

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert Client’s name]* (“the Client”) having its principal place of business at *[insert Client’s address]*, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address]*.

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

- (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
- (ii) The Consultant shall provide the reports listed in Annex B, “Consultant’s Reporting Obligations,” within the time periods listed in such Annex, and the personnel listed in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services.

2. Term

The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of *[insert ceiling amount]*. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant’s remuneration as defined in sub-paragraph B below and of the reimbursable expenditures as defined in sub-paragraph C below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per report in accordance with the rates agreed and specified in Annex C, “*Cost Estimate of Services*”.

C. Reimbursable

The Client shall pay the Consultant for reimbursable expenses, which shall consist of and be limited to:

- (i) normal and customary expenditures for official travel, accommodation, printing, and telephone charges; official travel will be reimbursed at the cost of Economy Class travel and will need to be authorized by the Client’s coordinator;
- (ii) such other expenses as approved in advance by the Client’s coordinator.

D. Payment Conditions

Section VII – CONTRACT FORMS

Payment shall be made in *[specify currency]* not later than 30 days following submission of invoices in duplicate to the Coordinator designated in paragraph 4.

E. Tax Liability

In case payment is subject SIG tax law, all taxes applicable will be deducted before payment. The latest information on the relevant withholding taxes and other payables are to be found on the website of the Inland Revenue Department: <http://www.ird.gov.sb>

4. Project Administration

A. Coordinator

The Client designates Mr./Ms. *[insert name]* as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

B. Timesheets

During the course of their work under this Contract, including field work, the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

5. Performance Standard

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory. If the Consultant after written notice is still considered not performing in accordance with Clause 1 "Services", the Client may terminate the contract by written notice.

6. Confidentiality

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. Consultant not to be Engaged in Certain Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

9. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage including the liability of the Consultant.

10. Assignment

Section VII – CONTRACT FORMS

The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.

11. Law Governing Contract and Language

The Contract shall be governed by the laws of The Solomon Islands, and the language of the Contract shall be English.

12. Dispute Resolution

Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.

FOR THE CLIENT

FOR THE CONSULTANT

Signed: _____

Signed by _____

Name:

Vice Chancellor Ag.

Title: _____

Date: _____

Date: _____

Witnessed by:

Signed: _____

Title: Director Properties Facilities & Projects Ag.

Date: _____

Section VII – CONTRACT FORMS

List of Annexes

Appendix A - Terms of Reference (Description of the Services)

Appendix B – Consultant’s Reporting Requirements

Included in ToR

Appendix C – Costs of the Services

See next page

Appendix D – Schedule of Requirements

Appendix E – Technical Proposal

Appendix F – Joint Venture Agreement [if any]

Section VII – CONTRACT FORMS

ANNEX C

Cost Estimate of Services, List of Personnel and Schedule of Rates

(1) Remuneration of Staff

Assignment	Name	Rate (per month/day/ hour in currency)	Time spent (number of month/day/hour)	Total (currency)
				Sub-Total (1)

(2) Reimbursables⁶

	Rate	Days	Total
(a) International Travel			
(b) Local Transportation			
(c) Per Diem			
			Sub-total (2)

TOTAL COST _____

Physical Contingency _____

CONTRACT CEILING _____

Appendix C - Cost Estimates in SBD

List cost estimates in foreign currency:

1.
 - (a) Monthly rates for foreign personnel (Key personnel and other personnel)
 - (b) Monthly rates for local personnel (Key personnel and other personnel).

Note: This should be added if local personnel are also being paid in foreign currency.
2. *Reimbursable expenditures*
 - (a) Per diem allowances.
 - (b) Air transport for foreign personnel.
 - (c) Air transport for dependents.
 - (d) Transport of personal effects.
 - (e) International communications.
 - (f) Printing of documents specified in Appendices A and B hereof.
 - (g) Procurement of specified equipment and materials by the Consultant and to be paid under the contract (including transportation to the State – Appendix D – Schedule of Requirements).
 - (h) Other foreign currency expenditures, like use of computers, foreign training of Purchaser's staff, licensing fees for software, various tests, etc.

⁶ To include expenses for international travel, local transportation, per diem, communications, reporting costs, visas, inoculations, routine medical examinations, portage fees, in-and-out expenses, airport taxes, and other such travel related expenses as may be necessary; reimbursable at cost with supporting documents/receipts; except for per diem (which is fixed and includes housing and _____ expenses).

Section VII – CONTRACT FORMS

MODEL FORM I

See Note to Form on Clause SC 6.2(b)(ii)

Breakdown of Agreed Fixed Rates in Consultant's Contract *for use with time based contracts only, unnecessary for individual consultants*

We hereby confirm that we have agreed to pay to the staff members listed, who will be involved in this assignment, the basic salaries and away from headquarters allowances (if applicable) indicated below:

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

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

1 Expressed as percentage of 1

2 Expressed as percentage of 4

Signature

Date

Name: _____

Title: ____

IV. Appendices

Appendix A – Description of Services

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

Appendix B - Reporting Requirements

***Note:** List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”*

Appendix C - Key Personnel and Sub-Consultants - Hours of Work for Key Personnel

***Note:** List under:*

- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key foreign Personnel to be assigned to work in the Government’s country, and staff-months for each.*
- C-2 Same information as C-1 for Key local Personnel.*
- C-3 Same as C-1 for Key Personnel to be assigned to work outside the Government’s country.*
- C-4 List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1 through C-3.*

List here the hours of work for Key Personnel; travel time to and from the country of the Government for Foreign Personnel (Clause GC 4.4(a)); entitlement, if any, to overtime pay, sick leave pay, vacation leave pay, etc.

Section VII – CONTRACT FORMS

Appendix D - Cost Estimates in Foreign Currency

Note: List hereunder cost estimates in foreign currency:

1.
 - (a) *Monthly rates for Foreign Personnel (Key Personnel and other Personnel)*
 - (b) *Monthly rates for local Personnel (Key Personnel and other Personnel).*
(This should be added if local Personnel is also being paid in foreign currency)
2. *Reimbursable expenses (items that are not applicable should be deleted; others may be added):*
 - (a) *Per diem allowances for each of the Foreign or Local Personnel for every day in which such Personnel shall be absent from his home office and shall be outside the Client's country.*
 - (b) *Air transport for Foreign Personnel:*
 - (i) *the cost of international transportation of the foreign Personnel by the most appropriate means of transport and the most direct practicable route to and from the Consultants' home office; in the case of air travel, this shall be by less than first class;*
 - (ii) *for any foreign Personnel 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 Personnel will be entitled to such extra round trip only if upon their return to the Client's country, such Personnel 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 Foreign Personnel 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 Foreign Personnel 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) *Miscellaneous travel expenses*
 - (i) *for the air travel of each of the Foreign Personnel, and each eligible dependent, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight;*
 - (ii) *the fixed unit price per round trip for miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, etc.*
 - (e) *International communications: the cost of communications (other than those arising in the Client's country) reasonably required by the Consultant for the purposes of the Services.*
 - (f) *The cost of printing, reproducing and shipping of the documents, reports, drawings, etc.*
 - (g) *The cost of acquisition, shipment and handling of the following equipment, instruments, materials and supplies required for the Services, to be imported by the Consultants and to be paid for by the Client (including transportation to the Client's country).*
 - (h) *The cost of transport of personal effects.*
 - (i) *The rate for the programming and use of, and communication between, the computers for the purpose of the Services.*
 - (j) *The cost of laboratory tests on materials, model tests and other technical services authorized or requested by the Client.*
 - (k) *The foreign currency cost of any subcontract required for the Services and approved in writing by the Client.*
 - (l) *The cost of training of the Client's personnel outside the Client's country, if training is a major component of the assignment, specified as such in the TOR.*
 - (m) *The cost of such further items not covered in the foregoing but which may be required by the Consultants for the purpose of the Services, subject to the prior authorization in writing by the Client.*

Section VII – CONTRACT FORMS

Appendix E - Cost Estimates in Local Currency

Note: List hereunder cost estimates in local currency:

1. Monthly rates for local Personnel (Key Personnel and other Personnel)
2. Reimbursable expenses (items that are not applicable should be deleted; others may be added):
 - (a) Per diem rates for subsistence allowance for Foreign short-term Personnel:
 - (i) per diem allowance in local currency equivalent to [name agreed foreign currency specified in Clause SC 6.1(b)] per day, plus estimated totals, for each of the short-term Foreign Personnel (i.e., with less than twelve (12) months consecutive stay in the Client's country) for the first ninety (90) days during which such Personnel shall be in the Client's country;
 - (ii) per diem allowance in local currency equivalent to [name agreed foreign currency specified in Clause SC 6.1(b)] per day, plus estimated totals, for each of the short-term Foreign Personnel for each day in excess of ninety (90) days during which such Personnel shall be in the Client's country.
 - (b) Per diem allowance for each of the long-term Foreign Personnel (twelve (12) months or longer consecutive stay in the Client's country, plus estimated totals.
 - (c) The cost of local transportation.
 - (d) The cost of the following locally procured items: office accommodations, camp facilities, camp services, subcontracted services, soil testing, equipment rentals, supplies, utilities and communication charges arising in the Client's country, all if and to the extent required for the purpose of the Services.
 - (e) The cost of equipment, materials and supplies to be procured locally in the Client's country.
 - (f) The local currency cost of any subcontract required for the Services and approved in writing by the Client.
 - (g) The cost of training of Client's staff in the Client's country, if training is a major component of the assignment, specified as such in the TOR.
 - (h) The cost of such further items not covered in the foregoing but which may be required by the Consultant for the purpose of the Services, as agreed in writing by the Client.

Appendix F - Duties of the Client

Note: List under:

- F-1 Services, facilities and property to be made available to the Consultant by the Client.
- F-2 Professional and support counterpart personnel to be made available to the Consultant by the Client.

Section VIII – BANK GUARANTEE FORM FOR ADVANCE PAYMENT

Appendix G - Form of Advance Payments Guarantee

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

Bank Guarantee for Advance Payment

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

Beneficiary: _____ [Name and Address of Client]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that _____ [name of Consulting Firm] (hereinafter called "the Consultants") has entered into Contract No. _____ [reference number of the contract] dated _____ with you, for the provision of _____ [brief description of Services] (hereinafter called "the Contract").

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

At the request of the 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 certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the ___ day of _____, 2____, ² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

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

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

Section VIII – BANK GUARANTEE FORM FOR ADVANCE PAYMENT

[signature(s)]

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