

# **TECHNICAL PROPOSAL**

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## Section 1. Letter of Invitation

**REF #: GTEC/CS/22/03**

**Address**

Dear Sir / Madam

1. The .....collaboration with the Ministry of Education, has been allocated funds to cover the cost of .....across the country and intends to apply part of these funds to cover eligible payments under the Contract for Consulting Services.
2. The Ghana Tertiary Education Commission in collaboration with the Ministry of Education now invites proposals from shortlisted firms to provide the following consulting services: Consultancy Services for the Review of Existing Designs and Supervision of the Construction Works and Engineering Services for Colleges of Education in Central, Eastern, Ashanti and Western regions of Ghana. More details on the services are provided in the attached Terms of Reference.
3. The RFP has been addressed to the following shortlisted Consultants:

It is not permissible to transfer this invitation to any other firm

4. A firm will be selected under Quality and Cost Based Selection (QCBS) Method and procedures described in this RFP, in accordance with the rules set forth in the Public Procurement Authority (PPA) Guidelines:
5. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Information to Consultants
  - Section 3 - Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Terms of Reference
  - Section 6 - Standard Forms of Contract.
6. Please inform us in writing, upon receipt:
  - (a) that you received the letter of invitation; andSection 1. Letter of Invitation 4

- (b) Whether you will submit a proposal

Yours sincerely,

## Section 2. Information to Consultants<sup>1</sup>

### 1. Introduction

- 1.1 The Employer named in the Data Sheet will select a Consultant among those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet and detailed in the edition of the Guidelines indicated in the Data Sheet.
- 1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet for consulting services required for the assignment named in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the Selected Consultant.
- 1.3 The assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the assignment includes several phases, the performance of the Consultant under each phase must be to the Employer's satisfaction before work begins on the next phase.
- 1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, Consultants are encouraged to visit the Employer before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultants' representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

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<sup>1</sup> This Information to Consultants section shall not be modified. Any necessary changes, acceptable to the Public Procurement Board, to address specific project issues, shall be introduced only through the Data Sheet (e.g., by adding new clauses). Likewise, modifications to the Form of Contract should be made only by including clauses outlining the special conditions and not by introducing changes in the wording of the general conditions.

- 1.5 The Employer will provide the inputs specified in the Data Sheet, assist the Consultant in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
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1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Employer, are not reimbursable as a direct cost of the assignment; and (ii) the Employer is not bound to accept any of the proposals submitted.

1.7 Consultants are required to provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other Employers, or that may place them in a position of not being able to carry out the assignment in the best interest of the Employer.

1.7.1 Without limitation on the generality of this rule, Consultants shall not be hired under the circumstances set forth below:

(a) A Consultant who has been engaged by the Employer to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, a person hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the Consultant's earlier consulting services) for the same project.

(b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Consultants.

1.7.2 As pointed out in para. 1.7.1 (a) above, Consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be

indicated in the Data Sheet and the factors used for the selection of the Consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Employer whether or not to have the downstream assignment carried out, and if it is carried out, which Consultant will be hired for the purpose.

1.7.3 Any previous or ongoing participation in relation to the assignment by the Consultants, its professional staff, or its affiliates or associates under a contract with any Procurement Entity of the Republic of Ghana may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Employer before preparing the proposal.

1.8 It is the policy of the Government of the Republic of Ghana to require that Procurement Entities as well as Consultants under contracts, financed partially or wholly from the public funds of the Republic of Ghana observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Public Procurement Authority:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
  - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Employer, and includes collusive practices among Consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive the Employer of the benefits of free and open competition.

- (b) acting by the appropriate Tender Review Board or Tender Committee will reject a proposal for award if it determines that the Consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
  - (c) will declare a Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract financed from the public funds of the Republic of Ghana if it at any time determines that the Consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract financed from the public funds of the Republic of Ghana; and
  - (d) will have the right to require that, in contracts financed from the public funds of Ghana, a provision be included requiring Consultants to permit the Public Procurement Board to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Public Procurement Board.
- 1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Public Procurement Board in accordance with the above sub para. 1.8 (c).
- 1.10 Consultants shall furnish information as described in the Financial Proposal Submission Form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the Consultant is awarded the contract.
- 1.11 Consultants shall be aware of the provisions on fraud and corruption stated in the Contract under the clauses indicated in the Data Sheet.

- 2. Clarification and Amendment of RFP Documents**
- 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by mail, cable, telex, facsimile, or electronic mail to the Employer's address indicated in the Data Sheet. The Employer will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited Consultants who intend to submit proposals.
- 2.2 At any time before the submission of proposals, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by an invited Consultant, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited Consultants and will be binding on them. The Employer may at its discretion extend the deadline for the submission of proposals.
- 3. Preparation of Proposal**
- 3.1 Consultants are requested to submit a proposal (para. 1.2) written in the language(s) specified in the Data Sheet.
- Technical Proposal**
- 3.2 In preparing the Technical Proposal, Consultants are expected to examine the documents constituting the RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (i) If a Consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual Consultant(s) and/or other Consultants or entities in a joint venture or sub consultancy, as appropriate. Consultants may associate with the other Consultants invited for this assignment only with approval of the Employer as indicated in the Data Sheet. Consultants must obtain the approval of the Employer to enter into a joint venture with Consultants not invited for this



assignment. Foreign Consultants are encouraged to seek the participation of local Consultants by entering into a joint venture with, or subcontracting part of the assignment to, national Consultants.

- (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the Consultant. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the Consultant or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in the country of the assignment.
- (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- (vi) Reports to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the Consultant's personnel have a working knowledge of the Employer's national language.

3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

- (i) A brief description of the Consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of

the staff proposed, duration of the assignment, contract amount, and Consultant's involvement.

- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Employer (Section 3C).
- (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years spent working for the Consultant and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).
- (vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- (viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

**Financial  
Proposal**

- 3.6 In preparing the Financial Proposal, Consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.
- 3.7 The Financial Proposal should clearly estimate, as a separate amount, the Ghanaian taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the Consultants, the sub Consultants, and their personnel unless the Data Sheet specifies otherwise.
- 3.8 The Consultants may not use more than three foreign currencies. The Employer may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.
- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal submission form (Section 4A).
- 3.10 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the Consultant is expected to keep available the professional staff proposed for the assignment or a replacement of such staff subject to clause 6.4. The Employer will make its best effort to complete negotiations within this period. If the Employer wishes to extend the validity period of the proposals, the Consultants who do not agree have the right not to extend the validity of their proposals.

**4. Submission,  
Receipt, and  
Opening of  
Proposals**

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the Consultant itself. Any such corrections must be initialed by the persons or person who sign(s) the proposals.
- 4.2 An authorized representative of the Consultant initials all pages of the proposal. The representative's authorization is confirmed by a written power of attorney accompanying the proposal.
- 4.3 For each proposal, the Consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**"
- 4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.
- 4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the Evaluation Committee. The Financial Proposal shall remain sealed until all submitted proposals are opened publicly.

**5. Proposal  
Evaluation**

- General**
- 5.1 From the time the bids are opened to the time the contract is awarded, if any Consultant wishes to contact the Employer 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 Consultant to influence the Employer in the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Consultant's proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including reviews by the appropriate Tender Review Board is concluded.
- Evaluation of Technical Proposals**
- 5.3 The evaluation committee, appointed by the Employer as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, relevant subcriteria, and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 5.4 In the case of Quality-Based Selection, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked Consultant or Consultant selected on a Single-Source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in para. 1.2 and the Data Sheet.

Public Opening and  
Evaluation of  
Financial Proposals:  
Ranking (QCBS,  
Fixed-Budget, and  
Least-Cost Selection  
Methods Only)

- 5.5 After the evaluation of quality is completed, the Employer 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 Employer shall simultaneously notify the Consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than two weeks after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.
- 5.6 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 Employer shall prepare minutes of the public opening.
- 5.7 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 Employer will cost them and add their cost to the initial price), correct any computational errors, and convert prices in various currencies to the single currency specified in the Data Sheet. The official selling rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident Consultants (and to be paid under the contract, unless the Consultant is exempted), and estimated as per para. 3.7.
- 5.8 In case of QCBS, the lowest Financial Proposal ( $F_m$ ) will be given a financial score ( $S_f$ ) of 100 points. The financial scores ( $S_f$ ) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical ( $S_t$ ) and financial ( $S_f$ ) scores using the weights ( $T$  = the weight given to the Technical Proposal;  $P$  = the weight given to the Financial Proposal;  $T + P = 1$ ) indicated in the Data Sheet:  $S = S_t \times T\% + S_f \times P\%$ . The Consultant achieving the highest

combined technical and financial score will be invited for negotiations.

- 5.9. In the case of Fixed-Budget Selection, the Employer will select the Consultant that submitted the highest ranked Technical Proposal within the budget (“evaluated” price). Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Employer will select the lowest proposal (“evaluated” price) among those that passed the minimum technical score. In both cases the Selected Consultant is invited for negotiations.

## **6. Negotiations**

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the Consultant to improve the Terms of Reference. The Employer and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Employer to ensure satisfactory implementation of the assignment.
- 6.3 The financial negotiations will include a clarification (if any) of the Consultant’s tax liability in Ghana, and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods. For other methods, the Employer will provide Consultants with the information on remuneration rates described in the Appendix to this information.

- 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Employer expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Employer will require assurances that the experts will be actually available. The Employer will not consider replacement during contract negotiations unless both parties agree that undue delay in the selection process makes such replacement unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the Consultant may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Employer and the Consultant will initial the agreed contract. If negotiations fail, the Employer will invite the Consultant whose proposal received the second highest score to negotiate a Contract.

**7. Award of Contract**

- 7.1 The contract will be awarded following negotiations. After negotiations are completed, the Employer will promptly notify other Consultants on the shortlist that they were unsuccessful and return the unopened Financial Proposals of those Consultants who did not pass the technical evaluation (para. 5.3).
- 7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

**8. Confidentiality**

- 8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.



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## **SECTION 2 INFORMATION TO CONSULTANTS**

## Information to Consultants

### DATA SHEET

#### Clause Reference

- 1.1 The name of the Employer is: **Ghana Tertiary Education Commission (GTEC)**
- The method of selection is: **Quality and Cost Based Selection (QCBS)**
- The Applicable Law is: **Laws of the Republic of Ghana**
- 1.2 Technical and Financial Proposals are requested: **Yes**
- The name, objectives, and description of the assignment are:
- (i) **Implementation of the Colleges of Education Expansion Project (CEEP)**
  - (ii) **Increase access and improve the quality and learning in Colleges of Education of Tertiary**
  - (iii) **To provide the needed infrastructure needed to implement the Education Reforms especially the 4-year B.Ed. Programme in the Public Colleges of Education**
  - (iv) **Consultancy Services for the Review of Existing Designs and Supervision of the Construction Works and Engineering Services for Colleges of Education in the Ahafo, Ashanti, Bono East, Bono and Western-North Regions of Ghana.**
- 1.3 The assignment is phased: **No**
- 1.4 A pre-proposal conference will be held: **No** The name(s), address(es), and telephone numbers of the Employer's official(s) are:
- The Director - General**  
**Attn: Procurement & Project Departments**  
**Telephone Number: +233 302 918790, +233-20-9989414, +233-20-9989413**  
**Email Address: info@gtec.edu.gh**

- 1.5 The Employer will provide the following inputs: **N/A**
- 1.7.2 The Employer envisages the need for continuity for downstream work:  
**Yes**
- 1.11 The clauses on fraud and corruption in the Contract are: **Those under laws of Ghana**
- 2.1 Clarifications may be requested **Fourteen (14) days before the submission date.**
- The address for requesting clarifications is:  
**The Director - General**  
**Attn: Procurement, Department**  
**Ghana Tertiary Education Commission (GTEC) BLOCK A**  
**P.O. Box MB 28, Accra**  
**Adjacent to Chartered Institute of Bankers,**  
**Off Trinity Avenue – UPSA Road, Accra**  
**Telephone Number: +233 302 918790, +233-20-9989414, +233-20-9989413**  
**Email Address: [info@gtec.edu.gh](mailto:info@gtec.edu.gh)**
- 3.1 Proposals should be submitted in the following language(s): **English**
- 3.3 (i) Shortlisted Consultant/entity may associate with other shortlisted Consultant: **No**
- (ii) The estimated duration of the assignment is: **24months. However, the actual staff months are to be determined by the firm in its proposals**
- (iv) The minimum required experience of proposed professional staff is:
- (a) **Team Leader:** An Architect, Civil Engineer or Quantity Surveyor with Ten (10) years post qualification experience and Five (5) years post professional qualification experience in managing construction projects. The team leader should be a member of a recognized professional body.
- (b) **Architect:** A qualified professional architect with five (5) years post qualification experience and three (3) years post professional experience in designing and supervising educational infrastructure. The architect should be a member of a recognized professional body.
- (c) **Civil/Structural Engineer:** A qualified professional civil/structural engineer with five (5) years post qualification experience and three (3) years post professional experience in designing and supervising

educational infrastructure. The civil/structural engineer should be a member of a recognized professional body.

- (d) **Quantity Surveyor:** A qualified professional quantity surveyor with five (5) years post qualification experience and three (3) years post professional experience in providing construction project cost advice. The quantity surveyor should be a member of a recognized professional body.
- (e) **Electrical Engineer:** A qualified professional electrical engineer with five (5) years post qualification experience and three (3) years post professional experience in designing and supervising all construction project electrical works. The electrical engineer should be a member of a recognized professional body.
- (f) **Mechanical Engineer:** A qualified professional mechanical engineer with five (5) years post qualification experience and three (3) years post professional experience in designing and supervising mechanical installations for construction project. The mechanical engineer should be a member of a recognized professional body.

- (vi) Reports that are part of the assignment must be written in the following language(s): **English**
- 3.4 (vii) Training is a specific component of this assignment: **No**
- (viii) Additional information in the Technical Proposal includes: **N/A**
- 3.7 Taxes: **Subject to the Tax Laws of Ghana**
- 3.8 Consultants should state all costs in **Ghana Cedis**
- 3.10 Proposals must remain valid **Ninety (90)** days after the submission date, **2022**
- 4.3 Consultants must submit **an original and two (2)** additional copies of each proposal. 2 No Pen drives of soft copies (separates for Technical / Financials) should be included separately and clearly labelled
- 4.4 The proposal submission address is:
- Information on the outer envelope should also include:
- 4.5 Proposals must be submitted no later than the following date and time:

5.1 The address to send information to the Employer is:

5.3 The number of points to be given under each of the evaluation criteria are:

Points

(i) **Specific experience of the Consultants related to the assignment [8]**

- (a) Firm's Relevant Qualification/Experience of the assignment [2]
- (b) Assignment of similar nature in the last ten (10) years [3]
- (c) Experience in undertaking similar projects in the last five (5) years [3]

(ii) **Adequacy of the proposed work plan and methodology [37]**

**in responding to the Terms of Reference**

- (a) Comments and Suggestions on terms of reference [8]
- (b) Approach and Methodology for the assignment [20]
- (c) Work Plan (activities and duration) for assignment [9]

(iii) **Qualifications and competence of the key staff for the Assignment [55]**

- (a) **Team Leader:** B.Sc. Architecture/Design with post graduate diploma in Architecture or B.Sc. Civil Engineering or B.Sc. Building Technology or Quantity Surveying. Team leader should have ten (10) years post qualification experience and five (5) years post professional qualification experience in managing construction projects. At least four (4) similar projects experience successfully completed in or outside the Consultant's Country of origin within the last ten (10) years from the issuance of LOI. The team leader should be a member of a recognized professional body.

[15]

- (b) **Architect:** B.Sc. Architecture/Design with post graduate diploma in Architecture. The architect should have five (5) years post qualification experience and three (3) years post professional qualification experience in designing and supervising

educational infrastructure projects. At least two (2) similar projects experience successfully completed in or outside the Consultant's Country of origin within the last ten (10) years from the issuance of LOI. The architect should be a member of a recognized professional body.

[10]

- (c) **Civil/Structural Engineer:** B.Sc. Civil Engineering with five (5) years post qualification experience and three (3) years post professional experience in designing and supervising educational infrastructure. At least two (2) similar projects experience successfully completed in or outside the Consultant's Country of origin within the last ten (10) years from the issuance of LOI. The

civil/structural engineer should be a member of a recognized professional body. [10]

- (d) **Quantity Surveyor:** B.Sc. Building Technology/Quantity Surveying with five (5) years post qualification experience and three (3) years post professional experience in providing construction project cost advice. At least two (2) similar projects experience successfully completed in or outside the Consultant's Country of origin within the last ten (10) years from the issuance of LOI. The quantity surveyor should be a member of a recognized

professional body. [10]

- (e) **Electrical Engineer:** B.Sc. Electrical Engineering with ten (10) years post qualification experience and five (5) years post professional experience in designing and supervising all construction project electrical works. At least two (2) similar projects experience successfully completed in or outside the Consultant's Country of origin within the last Ten (10) years from the issuance of LOI. The electrical engineer should be a member of a recognized professional body.

[5]

- (f) **Mechanical Engineer:** B.Sc. Mechanical Engineering with five (5) years post qualification experience and three (3) years post professional experience in designing and supervising mechanical installations for construction project. At least two (2) similar projects experience successfully completed in or outside the

Consultant's Country of origin within the last Ten (10) years from the issuance of LOI. The mechanical engineer should be a member of a recognized professional body. [5]

**Total Points: 100**

The number of points to be given under each evaluation sub criteria for qualifications of staff are		
General Qualifications	20%	The personnel proposed shall have minimum required academic/professional qualification
Post qualification experience	20%	The proposed personnel shall have the minimum required post qualification experience
Relevant experience/adequacy for the assignment	30%	The personnel proposed shall have minimum of relevant experience in the capacity and type & number of Projects as stipulated under Clause 5.3 (iii)
Membership of Professional Body	30%	The proposed personnel shall be registered members of the requisite professional bodies
	<b>100%</b>	

The minimum technical score required to pass: **Seventy per cent (70%)**  
 The single currency for price conversions is: **N/A**

The source of official selling rates is: **N/A**

The date of exchange rates is: **N/A**

The formula for determining the financial scores is the following: *[Either  $S_f = 100 \times F_m/F$ , in which  $S_f$  is the financial score,  $F_m$  is the lowest price and  $F$  the price of the proposal under consideration, or another proportional linear formula]*

5.8 The weights given to the Technical (T) and Financial (F) Proposals are:  
**T= 80, and**  
**F= 20**

6.1 The address for negotiations is: The address for negotiations is:

7.2 The assignment is expected to commence on **NOVEMBER 2022** **Accra** at **THE VARIOUS SITES ARE INDICATED IN THE TERMS OF REFERENCE** The assignment is expected to commence on **VARIOUS SITES ARE INDICATED IN** Appendix:<sup>2</sup> Financial Negotiations; Breakdown of Staff Rates **REFERENCE**

## APPENDIX TO INFORMATION TO CONSULTANTS

### Financial Negotiations<sup>3</sup> Breakdown of Remuneration Rates

#### 1. Review of Remuneration Rates

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the Consultant in preparing financial negotiations, a sample form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.

1.2 The Employer is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds. The Employer is, therefore, concerned with the reasonableness of the Consultant's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the Consultant's remuneration rates, certified by an independent auditor. The Consultant shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

#### (i) **Salary**

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<sup>2</sup> Delete Appendix in the case of Quality- and Cost-Based Selection (QCBS), Fixed-Budget Selection, or Least-Cost Selection.

<sup>3</sup> Used under Quality-Based Selection, Selection Based on Qualifications, and Single-Source Selection.



This is the gross regular cash salary paid to the individual in the Consultant's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

**(ii) Bonus**

Bonuses are normally paid out of profits. Because the Employer does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

**(iii) Social Costs**

Social costs are the costs to the Consultant of staff's non-monetary benefits. These items include, *inter alia*, pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the Consultant's leave policy is acceptable as a social cost.

**(iv) Cost of Leave**

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary}^4 = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

It is important to note that leave can be considered a social cost only if the Employer is not charged for the leave taken.

<sup>4</sup> Where  $w$  = weekends,  $ph$  = public holidays,  $v$  = vacation, and  $s$  = sick leave.

**(v) Overheads**

Overhead expenses are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner's time, nonbillable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Employer does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

**(vi) Fee or Profit**

The fee or profit shall be based on the sum of the salary, social costs, and overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The Consultant shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.

**(vii) Away from Headquarters Allowance or Premium**

Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.

**(viii) Subsistence Allowances**

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents—the subsistence rate shall be the same for married and single team members.

United Nations Development Programme (UNDP) standard rates for the particular country may be used as reference to determine subsistence allowances.

## **2. Reimbursables**

- 2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursables. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either fixed or reimbursable in foreign or local currency.

## **3. Bank Guarantee**

- 3.1 Payments to the Consultant, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the Consultant regular payments in local and foreign currency, as long as the services proceed as planned.

[Country]  
 [Project Name: Loan #]  
 [Title of Consulting Services]  
**REQUEST FOR PROPOSALS**  
**RFP #**

**INFORMATION TO CONSULTANTS**

**BREAKDOWN OF AGREED FIXED RATES<sup>5</sup>**

[Currencies: \_\_\_\_\_<sup>6</sup>]

Staff Members		1	2	3	4	5	6	7	8
Name	Position	Basic Rate <sup>7</sup>	Social Charge (__% of 1)	Overhead (__% of 1)	Subtotal	Fee (__% of 4)	Away from Headquarters Allowance (__ % of 1)	Total Agreed Fixed Rate	Agreed Fixed Rate (__ % of 1)
Country Assignment									
Home Office									

Name of Authorized Representative: \_\_\_\_\_

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

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

Name of Consultant: \_\_\_\_\_

Date: \_\_\_\_\_

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<sup>5</sup> This model form is given for negotiation purposes only. It is not part of the proposals (technical or financial). <sup>6</sup>

If different currencies, a different table for each currency should be used.

<sup>7</sup> Per month, day, or hour as appropriate.

### **Section 3. Technical Proposal - Forms**

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

**NESHER RESOURCES LIMITED**

Project Management and Quantity Surveying Consultants.  
Tel +0302303691, +233 244 310263

P.O. Box CT 5726 CANTONMENTS, ACCRA  
Email: paafrimpong@gmail.com

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**3A. TECHNICAL PROPOSAL SUBMISSION FORM**

Accra, October 10, 2022

The Director General  
Ghana Tertiary Education Commission (GTEC)  
Mini Conference Room 106 Block B  
P.O. Box MB 28, Accra

Dear Sir/Madam,

**CONSULTANCY SERVICES FOR THE REVIEW OF EXISTING DESIGNS AND  
SUPERVISION OF THE CONSTRUCTION WORKS AND ENGINEERING SERVICES  
FOR COLLEGES OF EDUCATION IN AHAFO, ASHANTI, BONO EAST, BONO &  
WESTERN- NORTH REGIONS OF GHANA**

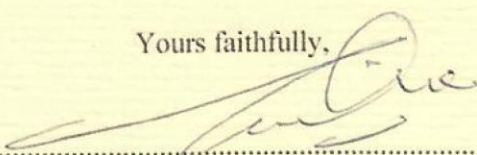
We, the undersigned, offer to provide the consulting services for Consultancy Services for the Review of Existing Designs and Supervision of the Construction Works and Engineering Services for Colleges of Education in Ahafo, Ashanti, Bono East, Bono & Western- North Regions of Ghana in accordance with your Request for Proposal dated September 2022 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e. 90days from 10<sup>th</sup> October 2022 we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours faithfully,



Authorized Signature:

**CONSULTANT'S REFERENCES**

**Relevant Services Carried Out in the Last Five Years  
That Best Illustrate Qualifications**



**3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF  
REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY  
THE EMPLOYER**

---

The Terms of Reference for the consultancy services in the Request for Proposals are well thought out, comprehensive and clear on the scope of works to be provided.

Comments on the Terms of Reference:

**No Comments**

On the data, services, and facilities to be provided by the Employer:

**No comment**

## **DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

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### **3D.1 INTRODCUTION**

In line with the Terms of Reference, we consider the underlisted tasks to be necessary for achievement of the goals of this consultancy:

### **3D.2 PROJECT MOBILISATION**

### **3D.3 PRE-COMMENCEMENT ACTIVITIES**

### **3D.4 REVIEW OF DESIGNS AND BILLS OF QUANTITIES**

### **3D.5 POST-CONTRACT MANAGEMENT AND SITE SUPERVISION**

### **3D.2 PROJECT MOBILISATION**

Our Consultant Team would mobilize upon receiving award letter for this service. The mobilization would include putting together the proposed consultants as detailed in our Technical proposal. The consultant's head office would also identify personnel who would provide administration support during project implementation.

A briefing session would be held for all regular and support staff to ensure proper coordination and remove all perceived elements of overlaps and conflicts during implementation.

### **3D.3 PRE-COMMENCEMENT ACTIVITIES**

#### **Site Inspection**

After project Mobilization, the team, led by the Team Leader, would inspect the proposed project sites in the Northern and Savanna regions. This is intended to allow the team to acquaint itself with the location and site conditions to inform any redesign of the project layout as well as orientation of structure among others. Other members of the site inspection team would include the Architect, Quantity Surveyor, Structural Engineer, Services Engineer, a Surveyor. After this visit, the Geomatic Engineer would commence survey of the land while the Geotechnical Engineer mobilizes to undertake soil investigations of the various sites.

#### **Studying of designs**

The various designs of the school facilities submitted to the consultants would be reviewed. Information gathered from the initial site visit would be taken into consideration when reviewing the drawings. Any challenges that the sites may present to the siting of some of the structures as well as the topography of the lands among others would also enable the

Structural Engineer to make some preliminary decisions regarding the nature of foundation re-engineering that may be required.

#### **Analysis and Evaluation of Data**

All data collected from the field investigation, including initial site visit, geomatic survey, the nature of the landscape as informed by the topographic map as well as the results of the geotechnical studies of the sites, would be analyzed to inform the relevant changes that may have to be done to the initial designs. Recommendations regarding any possible impacts on cost and variations would also be documented and shared with the Client.

### **3D.4 REVIEW OF DESIGN PROPOSALS AND BILLS OF QUANTITIES**

#### **Review of Drawings**

Based on the findings and recommendations of the data analysis, the consultant Architect and Structural Engineer would carry out the necessary changes in the architectural and engineering drawings and share with the client for necessary inputs. Having received the client's comments and inputs, the team would proceed to fine tune the drawings for implementation. The drawing would be produced on standard sheets and at appropriate general scales.

The standard scales to be used for the final designs are as follows:

Block Plan	-	1:2500
Plans, Elevations and Sections	-	1:100; 1:50
Details	-	1:25, 1:20, 1:15

The various drawings would be made using Auto CAD.

#### **Review of Bills of Quantities (BoQ)**

With the revised drawings, the consultant's Quantity Surveyor would revise the Bill of Quantities to reflect the content of the new design.

### **3D.5 POST-CONTRACT MANAGEMENT AND SITE SUPERVISION**

#### **3D.5.1 HANDING OVER OF SITES TO CONTRACTOR(S)**

As soon as we receive notification of award of contract by the client to the various contractors, we would arrange to hand over the project sites to the contractors for construction to commence. For this purpose, the consultants would invite all stakeholders, client representatives, contractors' representatives, and other stakeholders in the project communities.

#### **3D.5.2 CONSTRUCTION SUPERVISION ACTIVITIES**

These Services will be provided by the Consultants during the entire Construction Period, from handing over of site to the issuance of Practical Completion Certificate. The general activities to be carried out by the Consultants during the period shall be as follows:

- i. Verifying and validating the setting out for each structure on site in accordance with the Block Plan provided by the Employer
- ii. Ensuring adherence of Contractors to quality assurance and control requirements for execution of the works
- iii. Hand over the selected site to Contractor(s) with the Employer
- iv. Determine the best position and orientation of the structure on site
- v. Vet the work programme submitted by Contractors and approve them
- vi. Ensure Contractor complies with all proposed environmental safeguards
- vii. Ensure good quality materials are brought to the site to execute the works
- viii. Provide sound site supervision and general contract administration in order to secure timely delivery of the works, and to also avoid cost overruns
- ix. Ensure that contractors adhere to Health and Safety practices per approved codes and standards. The Consultant shall ensure that Contractors submit Health and Safety Plan/Measures for approval before commencement of works at various sites
- x. Organise Monthly Site Meetings (Progress Meetings) with stakeholder's participation and incorporate minutes of the Progress Meetings into the Progress Reports for the attention of the Employer
- xi. Prepare Monthly Progress Report for submission to the Employer
- xii. Supervise the construction of the works by physically inspecting and approving the activities indicated in the Contractor's Work Programme
- xiii. Ensure cost control during construction particularly with variations
- xiv. Check, verify the measurement of works done by the Contractor and submit through interim/final payment certificates and certify payments due the Contractor to the Employer for approval and payments
- xv. The Consultant shall, during the course of works, keep accurate records of all dates and quantities of work carried out, all payments made to the Contractors and all materials and equipment supplied to the site
- xvi. Take over the completed works from the Contractor
- xvii. Ensure that contractors prepare as-built drawings, and other documents as part of the hand-over activities
- xviii. Hand over the completed works to the Employer
- xix. Issue Practical Completion Certificate to the Contractor, copying the Employer
- xx. Prepare a Schedule of Defects (Snag List) after certifying Practical Completion
- xxi. Issue Defects Liability Certificate to the Contractor upon expiration of Defects Liability Period and upon making good all notable defects by the Contractor
- xxii. Prepare in collaboration with the Contractor, Final Accounts Statement and issue Final Payment Certificate for settlement by the Employer
- xxiii. Supervise the supply of furniture and equipment in accordance with design, installation of laboratory equipment and make recommendations for payment.
- xxiv. Prepare Final Report for submission to the Employer

In the next section, we provide more details on our approach and methodology.

**TECHNICAL APPROACH AND METHODOLOGY**

Based on our understanding of the level of services required for this consultancy, our approach and methodology would focus two key activities namely:

- Activities during Construction Stage and
- Activities during defect liability and final reporting

**3D.6.1 TECHNICAL APPROACH**

Our Technical Approach is aimed at ensuring that the project deliverables are achieved throughout the project life having in mind project timelines and the need to contain cost. The following activities would thus be undertaken to achieve our objectives:

**Establishment of Clarified Communication Channels**

The consultants would maintain a three-way communication channel which include

- Communication between the consultant and the Ministry of Education  
In addition to the project reporting schedule, the consultant team, through the Team Leader, would establish regular communication with the Client representative(s) to ensure that necessary consultations on developments on site for the client's inputs and instructions are timely.
- Communication between the consultant and contractors  
Regular communication with contractors is very key in ensuring that the contractor receives specific and timely instruction on various aspects of the works at every stage. This would include regular meetings, telephone discussion, written instructions and sharing of information on a WhatsApp platform.
- Communication among the Consultant Team  
The Consultant team would be in constant dialogue on all issues affecting the projects. This would promote effective coordination and ensure that inputs from the various disciplines are harmonized to achieve the overall objectives of the consultancy service. The means of communication would include regular meetings, telephone discussion and sharing of information on a WhatsApp platform.

### 3D.6.2 DELIVERABLES UNDER THE SERVICES

Deliverables under the consultancy are classified into three. Deliverables at the Pre-Construction Stage, Actual Construction Stage and Defect Liability Stage. These are detailed in the table below:

Stage	Deliverables
Pre-Construction Stage	1. Inception Report and 2. Design Review Approval
Actual Construction Stage	3. Monthly Progress Report 4. Draft Completion Report 5. Final Completion Report
Defect Liability Stage	6. Defects Status Report 7. Final Account 8. Draft Final Report 9. Final Report

### 3D.6.3 ACTIVITIES TO ACHIEVING DELIVERABLES

#### CONSTRUCTION PERIOD

##### *INITIAL STAGE*

##### **INCEPTION REPORT**

- Kick off meeting with client and introduction of contractors to consultants
- Verification and validation of data
- Reconnaissance Survey/desktop studies/hydrology studies
- Determining the best position of the structure
- Compilation of Variations (if any)
- Grouping of similar structures
- Handing over of site
- Preparation and Submission of Inception Report

##### **DESIGN REVIEW REPORT**

- Assessment and evaluation of site conditions
- Checking of designs received from the Employer
- Incorporating suggested design improvements
- Production of improved drawings and specifications
- Preparation and submission of the Design Review Report

##### *ACTUAL CONSTRUCTION STAGE*

##### **MONTHLY PROGRESS REPORT**

- Quality assurance/control
- Supervision and monitoring
- Construction quality cost/quality assurance
- Compliance with specifications best practices
- Adherence to sound social and environmental preservation
- Valuation of variations
- Valuation and certification of works
- Preparation and submission of monthly report
- Preparation and submission of quarterly report
- Monthly site meetings

#### **DRAFT COMPLETION REPORT**

- Taking over of works
- Handing over of works
- Issuing practical completion certificate
- Preparation of draft completion report
- Submission of draft completion report

#### **FINAL COMPLETION REPORT**

- Correction of draft completion report
- Submission of final completion report

### **MAINTENANCE MANAGEMENT PHASE**

#### **Deliverable Seven DEFECTS STATUS REPORT**

- Monthly Inspection of the site
- Compilation and Documentation of defects
- Notification of contractor of defects
- Preparation of defects status report
- Submission of defects status report

#### **DRAFT FINAL REPORT**

- Final Site inspection/meeting
- Vetting final accounts
- Issuing Final completion certificate
- Issue of defects liability certificate
- Preparation of draft final report
- Submission of draft final report

#### **Deliverable Nine FINAL REPORT**

- Correction of draft report
- Submission of final report

### **3D.6.4 METHODOLOGY FOR PERIOD OF CONSTRUCTION**

#### **3D.6.4.1 METHODOLOGY FOR INITIAL CONSTRUCTION STAGE**

##### **a) Mobilization of Personnel and Logistics**

After signing a service contract with the Client, we would assemble all the personnel listed in this proposal and also engage the commitment of a Geotechnical Engineer, a Geomatic Engineer and an Environmental Expert. The necessary resources, including office accommodation, transportation etc. would be arranged for effective commencement of the activities under the contract.

##### **b) Meeting with the Client and Other Stakeholders**

The consultant team would meet with the Clients representatives and other stakeholders to discuss among other things our teams understanding of the client's expectation, and seek comments on our proposed Approach and Methodology. The meeting would also discuss the scope of works and our workplan to ensure that we could find tune it to suit the clients work programme. We would also request for and procure from the client all relevant documents including drawings, site plans and copies of contracts between the client and the contractors selected to undertake the construction activities at the various locations.

##### **c) Redesign of Foundation and other Structural Works**

Upon receipt of the geotechnical report, the Structural Engineer would proceed to carry out any relevant revision of the structural designs produced by the Client. This would take into consideration the soil characteristics, level of water table and rock types. In doing so he would take into consideration the topography of the land to ensure that the structures are designed to suit the slopes and variations in elevation.

##### **d) Review of Architectural Drawings**

Informed by the topographic map and the configuration of the various sites, the consultants would revise the architectural drawings, including necessary rearrangement of the various facilities.



***e) Inception and Geotechnical Report to the Client***

After the various reviews have been completed, an inception report would be prepared and submitted to the client. The report would cover details on activities carried out so far, details on the revised architectural and structural drawings and the factors accounting for such revisions. It will also provide information on any changes in the contractor's work plan. The Consultant would also furnish the employer with a copy of the Geotechnical report as well as site plan and topographic maps of the various sites.

**3D.6.4.2 APPROACH AND METHODOLOGY FOR THE CONSTRUCTION STAGE**

During the construction phase the following activities would be carried out by the consultants:

**a) Preliminary meeting with Contractor(s)**

The consultants would hold a pre – commencement meeting with the various contractors and other personnel they would engage for execution of their respective contracts. The discussions would include arrangements for site handing over, communication procedures, issues about sub-contractors, the need to ensure good standards and quality as well as general coordination of activities on the respective sites. It would also discuss modalities for submission of payment certificate including the need for joint measurements to avoid delay in preparation of IPCs.

**b.) Setting Out of works**

After handing over the sites to the contractors, our Geomatic Engineer would facilitate setting out of all structures and facilities using appropriate instruments for accuracy and precision.

**c.) Ensuring Effective Work Control**

Our focus in this consultancy activity shall be on effective supervision. To achieve this each project site would be assigned a competent Clerk of Works to oversee day-day activities of the contractors. The Clerk of Works would supervise the day to day work activities at the site and submit weekly report to the Project Coordinator. The Project Coordinator would visit the site every week. The Team Leader would schedule regular visits of all the consulting team members who would be called upon to move to site at very short notices should the Clerk of Works require any assistance.

The task which would be performed by the consultant to achieve the above stated objectives may be classified under two major headings, namely;

1. Field control

## 2. Administrative and managerial control

### Quality Control

The consultant would adopt its quality approach procedures for the performance of all works. The procedures cover all the requisite planning, controlling and documentation process:

**Controlling** – measures would be instituted to ensure the meeting of the goals and objectives and the taking of corrective action to avert problems. We shall put in place quality control systems in line with the definition by the ISO 9000 standards. The arrangements to be put in place is to ensure quality for the operation of the company and provision of its services. We would always be guided by the rules of the ISO 9001 standard.

### Interim Payment Certificates:

The appropriate method to be adopted in the preparation of interim payment statement is likely to be measure of payment relating to time and payment by elements of work completed (otherwise known as stage payments, milestones or payment schedule). The Consultant and the contractor would agree on the time (likely to be the end of each month) as well as the defined stages of construction which qualify for inclusion in the interim statement. This would have to be agreed on before the signing of the contract.

The likely defined stages of constructions are:

- Substructure (up to and including concrete bed)
- Super structural walls and concrete elements including gables
- Roof structure and covering
- Doors and windows completed with all ironmongery and other fittings
- Plumbing and electrical installation
- Finishes (i.e. all floor, wall and ceiling finishes as well as painting and decorating).

To avert disputes, the consultant and the contractor's quantity surveyors would jointly undertake the inspection of the works to determine which stages have been completed as at the time when an IPC is to be prepared. The interim payment statement would incorporate the following items:

- The value of the completed defined stages of work
- The value of materials on site
- The value of price fluctuations
- The amount of authorized variations (if any)
- The value of any dayworks (if any)

- The amount of plant/mobilization advance credited to the contractor as well as repayments of advance (debited to the contractor)

On receipt of the contractor's monthly statements of the estimated value of the work executed, the consultant would check the statement and certify the amount to be paid to the contractor. The consultant would adjust the payments due to the contractor by deducting for advance payments and retention. The consultant would draw the attention of the employer to effect payment of the amount certified within the period stipulated in the contract failing which the employer would be required to pay interest on delayed payments.

### **Time Control**

The consultant would obtain from the contractor, a detailed work programme which would have details of the plant, equipment and labor for the work. The consultant would monitor the progress of the work closely to ensure adherence to the programme. The progress of the work and the programme would be scrutinized critically at every monthly meeting and where the rate of progress is found to be inadequate, the contractor would be advised to take steps to expedite the works. The contractor would also be written to by the consultant to be mindful of the liquidated damages which would be applied should they fail to complete the works as scheduled. In the event of the contractor not being able to meet the timing, the Consultant would write to them to submit a revised work programme. The employer would be notified immediately, should the consultant find that the contractor is unable to complete the works as scheduled. The progress of the works would be determined by comparing the quantum as well as the cost of work done against those indicated on the work programme.

### **Monthly Site Meeting**

The consultant would hold monthly meetings with the contractor and all the relevant stakeholders to review the progress of work, cash flow projections and issues pertinent to the site. This would ensure that where lapses are observed, quick remedial measures are put in place to correct them.

The agenda to consider at meetings include the following:

- Review of progress of work
- Technical Challenges
- Financial matters
- Contractor's staff
- Contractor's equipment
- Administrative matters

- Variations ○ Payment Certificates
- AOB.

The consultant would hold technical meetings with the contractor alone to resolve technical and other issues that may hinder the progress of the works. All the minutes of the meetings held would be correctly documented and copies distributed to all participants before the next schedule meeting and also produced in the monthly progress reports.

### **Safety, Security and Environmental Control**

The safety, security and environmental control aspect of the work would be given as equally important consideration by the consultant. It is the view of the consultant that the contractor should ensure:

- The safety of all works on site and other persons within and around the project area. The consultant would therefore ensure that appropriate safety apparels like hard hats, gloves and shoes are used by all personnel.
- The security of all personnel, materials, plants and equipment, developed for the works
- The protection of the environment (both within and outside the work area) from acts resulting from the works being undertaken.

The consultant would inspect locations selected for the disposal of excavated materials and other materials not required for the works. The disposal points would be inspected to ensure there are no hazards before approval is given to the contractor for its use. The consultant would ensure that the noise level would be controlled and no work would be allowed at night.

### **Provisional Environmental Management and Monitoring Plan (EMMP)**

The EMMP is intended to be an overview of the document that guides the environmental management and monitoring of all aspects of the project. This document addresses the project wide issues and requirements that will be adhered to by the contractor in all aspects of the project. The work shall be performed based on the consultant's experience in Donor funded projects and shall include the following:

- i. Site verification visits and screening for sensitive environmental and social issues
- ii. Reviewing and adopting best management practices for social and environmental issues stated in project documents.
- iii. Induction and training of site clerks in issues of environmental and social matters under the projects
- iv. Recommending sound environmental and safeguard mitigation measures and enhancement programs for the construction projects in line with World Bank operational procedure (OP 4.01-Environmental Assessment Guidelines) and (OP 4.12-Involuntary Resettlement Guidelines)

- v. Ensure legal responsibilities and institutional arrangements are followed throughout construction process
- vi. Implementation of reporting requirements are adhered to during construction

#### **e) Taking Over of the Works**

The consultant would upon notification by the contractor that the works are substantially complete, issue instruction to the contractor specifying all the works necessary to be completed prior to the substantial completion inspection.

The consultant would carry out the substantial completion inspection jointly with the client, contractor and other relevant bodies and compile a list of all defects/outstanding works observed during the inspection. This list would be agreed and signed by the inspecting parties. The consultant would then issue a taking over certificate. The taking over certificate would confirm that the works have been substantially completed, stating that the certificate is subject to the completion of the attached list of defects/outstanding works. The certificate would also establish the date on which the substantial completion was achieved, and the work taken over by the client. The defects liability period would commence with the issue of the taking over certificate. The consultant would prepare a certificate for release of part of the retention fund having regard to the relative value of completed section in accordance with the conditions of the contract.

#### **Records**

The consultant, knowing that good record keeping and documentation are very essential in the monitoring and management of a project, and also in dealing with claims, would keep detailed records of works activities, rate of progress, weather conditions, verbal and written instruction given to the contractor among others. The following are types of records which would be kept:

##### **Project Daily Diary**

The consultant would keep a site diary to enable him keep daily records of works activities including mistakes made by the contractor, the progress of the work and any other relevant activities that would be useful in negotiating of variations, verifying or rejecting claims for extra works or delays.

##### **Photographs**

The consultant would take photographs at regular intervals to indicate the general progress of work. Photographs of subjects requiring particular attention which include changed condition, damaged equipment or material, defective work, block access to site, flooding, landslide, etc. would be taken as and when necessary. The photographs would be dated and the location and subject noted. The photographs would be kept in a series of albums.

**Measurement Book**

The consultant would keep records of all measurement taken jointly with the contractor in the measurement book. The consultant would also keep records of receipt and use of materials to enable him certify that specified amounts of various materials have been incorporated in the works.

**Minutes of Meetings**

The consultant would record and prepare minutes of all meetings held in connection with the project. Copies of these would be submitted to the employer for his information.

**As-Built Drawings**

The consultant would indicate on a copy of the drawings, details of all changes done in the works. This would be done progressively during the execution of the works in order not to lose any details when preparing the as-built drawings. As-built drawings are essential for future operation and maintenance of the facilities and subsequent rehabilitation works.

**3D.6.5 POST-CONSTRUCTION ACTIVITIES**

Post-contract activities would kick in during the Defects Liability Period. Activities the consultants would engage in would include;

- Inspection and preparation of Schedule of Defects that need to be addressed by the contractor(s)
- Preparation and issuance of Retention Certificate
- Issue Defects Liability Certificates after Defects Liability Period
- Take over the project from the contractor
- Prepare final account in consultation with contractor(s)
- Prepare and submit Project closure report to the employer

**3D.6.6 PROJECT REPORTING****3D.6.6.1 Introduction**

In line with the Terms of Reference the following reports shall be submitted to the employer in the execution of this consultancy service:

- a. Inception Report
- b. Geotechnical
- c. Monthly Progress Reports
- d. Environmental Management Plan
- e. Quarterly Progress Reports
- f. Substantial Completion Report
- g. Draft Final Report
- h. Final account

**3D.6.6.2 INCEPTION REPORT**

The inception report will be prepared outlining the project and detailing the approach we intend to follow upon the award of the contract. It will be prepared after the site has been handed over to the contractors for project commencement. The report will bring out any major problems that might affect the direction and progress of work and bring out suggestions for solving such problems.

**3D.6.6.3 MONTHLY PROGRESS REPORTS**

The Consultants shall during the currency of the project, prepare monthly Progress Report to the Employer which will address:

- Physical Progress of Works
- Materials on site
- Labour on site
- Plant and Equipment on site
- Progress in relation to the Contractor's Work Programme
- Client's and Contractor's financial status
- Delays (if any) and the causes and mitigating action taken by both Consultants and contractor
- Material Test Results
- Quality Assurance in terms of material and workmanship • Correspondences

**3D.6.6.4 SUBSTANTIAL COMPLETION REPORT**

The Consultants after being notified by the Contractor(s) in writing on completion of the project will issue a Substantial Completion Certificate to the Contractor. This will be after the Consultants have summoned an inspection team which shall comprise the following:

- Employer's Representative(s),
- A representative of the Contractor(s),
- Member of User Agency
- The representative of the school
- The Consultant's Project management Team.

The Consultants will note all issues relating to defects, substandard workmanship, and poor quality material, and any other omission or commission on behalf of the contractor. These would be communicated to the Contractor in writing with express and specific instruction to make good the mentioned defects.

A Completion Report will be submitted by the Consultants to the Client. This report will highlight:

- |   |          |
|---|----------|
| <ul style="list-style-type: none"> <li>a) State of completion of the works</li> <li>b) List of Outstanding works</li> <li>c) List of outstanding issues</li> <li>d) Recommendations for addressing outstanding issues</li> <li>e) Contractor's programme for execution of the outstanding works</li> <li>f) Consultants programme for submission of Final Account and Final Report</li> </ul> | Progress |
|---|----------|

**3D.6.6.5 ENVIRONMENTAL MANAGEMENT PLAN**

The purpose of this component is to prepare a management plan to guide/supervise construction works and maintenance of the projects.

The essential components of the EMP would include:

- Potential Impacts
- Mitigation Measure/Action Plans for Adverse impacts;
- Enhancement measures for Beneficial impacts;
- Environmental Monitoring Measures;
- Institutional (capacity development and training) measures;
- Implementation Schedule; and
- Cost estimates

The essential areas would be incorporated into the bidding documents to be adhered to by contractors to ensure environmentally safe construction activities.

### **3D.6.6.6 FINAL REPORT WITH AS-BUILT DRAWINGS**

The Consultants will submit Draft Final Project Report to the Client at the end of the defects liability period, which shall comprise the following:

1. Engineering Report
2. Catalogue of Project Records and Sketches
3. Comments on the implementation of the project that would be relevant to the successful implementation of future projects.

The Report will also include the following;

- Details of problems encountered and solutions provided
- A chronology of the modifications to the original design • The actual project cost as compared to the estimated costs.
- A complete set of as – built drawings.

A revised Final Project Report incorporating any comments from the Employer will be prepared and submitted two weeks after receipt of comments from the client.



**3E. TEAM COMPOSITION AND TASK ASSIGNMENTS**

<b>1. Technical/Managerial Staff</b>		
Name	Position	Task
ALEX AKOTO-BAMFO	TEAM LEADER	<ol style="list-style-type: none"> <li>1. Oversee the overall management of the assignment.</li> <li>2. Chair all Progress Meetings</li> <li>3. Ensure that the contractors work to required standards and specifications</li> <li>4. Liaison between the Consultant and the Client.</li> <li>5. Ensure submission of progress reports to the client</li> <li>6. Scheduling and assigning of work to other Team Members</li> <li>7. Visiting site regularly to ensure that the performance of the field staff, complies with terms and conditions of the contract.</li> <li>8. Ensure that the said field staff works within the limits of the assignment.</li> <li>9. Approve contractor's work programme</li> <li>10. Issue instructions for additional works etc</li> </ol>
JOSEPHINE AKOTO-BAMFO	ARCHITECT	<ol style="list-style-type: none"> <li>1. Review of all architectural designs and make appropriate recommendation in respect of required changes where necessary</li> <li>2. Carry out detail design of all architectural designs</li> <li>3. Responsible for preparation of Bidding and working drawings.</li> <li>4. Provide clarification to the Contractor(s) in the course of the construction by way of drafted AutoCAD details.</li> </ol>

		<ol style="list-style-type: none"> <li>5. Ensure that the Contractor(s) put up the building structures and facilities in accordance with the reviewed design works through effective supervision during the construction phase.</li> <li>6. Preparation of Block Plans and AutoCAD related drawings</li> <li>7. Undertake site measurement to help in the design proposals</li> <li>8. Assist the Team Leader in Preparation of all reports (commencement,</li> </ol>
		<ol style="list-style-type: none"> <li>monthly, quarterly, draft final and final reports)</li> <li>9. Any other duty as may be instructed by the project team leader</li> </ol>
EBENEZER OFFEI ANSONG	CIVIL/ STRUCTURAL ENGINEER	<ol style="list-style-type: none"> <li>1. Responsible for all structural engineering and relevant external works designs</li> <li>2. Responsible for the preparation of Bidding and Structural working drawings.</li> <li>3. Provide supervision services associated with technical control of the construction works.</li> <li>4. The Structural Engineer shall also supervise all the Clerks of Works at various sites to ensure structural stability and general propriety of construction of all the structures and ancillary works on site in accordance with all Technical Specifications as prescribed for the Works.</li> </ol>
JOHN FRIMPONG MENSAH	QUANTITY SURVEYOR	<ol style="list-style-type: none"> <li>1. Responsible for the preparation of all Bills of Quantities for the works and project cost control</li> <li>2. Preparation of interim payment certificates</li> <li>3. Preparation of final accounts.</li> <li>4. Building up Rates pertaining to the project area</li> <li>5. Agree variations with contractors before work is undertaken</li> </ol>

		6. Advice on all matters relating to cost and ensure effective cost management of the project
JOHN KORSI DAKPOE	SERVICE ENGINEER	<ol style="list-style-type: none"> <li>1. Responsible for the design of all electrical engineering works and installation supervision during construction.</li> <li>2. Ensure that the electrical requirements for the installation of all equipment are in accordance with the manufacturer's specifications and recommendation.</li> <li>3. Outline the maintenance requirements of the electrical systems to ensure consistency and reliability when in operation.</li> <li>4. Review as-built electrical drawings submitted by contractors</li> <li>5. Advise on the selection of electrical sub-contractors (if any) He shall carry out the design of all mechanical engineering installations</li> <li>6. He shall be responsible for supervision of all plumbing and pump</li> </ol>
		<p>installation works for water supply and all mechanical installation works and booster pump for distribution of water, including mechanization of borehole, where applicable.</p> <ol style="list-style-type: none"> <li>7. Review as-built Plumbing layout submitted by contractors</li> <li>8. Any other task assigned by the Team Leader</li> </ol>

VICTOR ASIEDU BOAFO	CLERK OF WORKS	<ol style="list-style-type: none"><li>1. He shall provide day-to-day site supervision services under the direction and instructions of all the Consultant's key professional personnel.</li><li>2. Check Contractor's adherence to contract details</li><li>3. Act as consultant's agent on site</li><li>4. Check rate of works and report to the project architect</li><li>5. Ensure that the right materials as per the contract are used by the contractor</li><li>6. Issue weekly report on works to the project Architect</li></ol>
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### **3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

#### **CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

##### **3F.1 CV OF ALEX AKOTO-BAMFO**

Proposed Position: TEAM LEADER

Name of Consultancy: NESHER RESOURCES LIMITED

Name of Staff: Alex Akoto-Bamfo

Profession: Architect / Project Coordinator

Date of Birth: 11-10-1964

Years with Consultant/Entity: 15 YEARS      Nationality: GHANAIAN

Membership of Professional Body: ASSOCIATE, GHANA INSTITUTION OF ARCHITECTS

##### **Detailed Tasks Assigned:**

1. He shall oversee the overall management of the assignment.
2. He will be responsible for organization and coordination of all staff of the Consultant.
3. He will be responsible for ensuring that the output of the consultant is in accordance with the best practices and in conformity with the Terms of Reference.
4. He shall be a liaison between the Consulting Firm and the Employer.
5. He shall furthermore be the convener of Progress Meetings and chair same.
6. He shall be responsible for submission of progress reports and all other reports specified in the reporting requirements.

##### **Key Qualifications:**

Alex Akoto-Bamfo holds a Post Graduate Diploma in Architecture from the Kwame Nkrumah University of Science and Technology and a Certificate in Project Planning and Management from Ghana Institute of Management and Professional Administration (GIMPA). Alex Akoto-Bamfo has 27 Years post qualification professional experience in Architecture and Project Coordinating.

He is efficient in supervision and also monitoring and evaluation of on-going works to ensure a good bridge between design and implementation. He has supervised a number of projects including the multi-level silver star towers at airport city, Accra, the remodeling of the board room for GCB Bank Ltd, Ghana Civil Aviation Training Air Navigation Services Centre at Kotoka International airport, Accra.

He specializes in scheme and design development. He has strong penchant for detail. He has a varied range of experience working at various levels in the industry. He has also had a two-year experience working as a junior Architect at studio Architettura Gianfranco in Treviso Italy. He is also an associate with Ghana Institution of Architects.

### **Education:**

2005	GIMPA	Certificate in project planning and management
1992-1994	KNUST	Post graduate diploma in architecture
1987-1990	KNUST	BSc. Design (Architecture)
ACHIMOTA SCHOOL		G.C.E.A, Level Certificate
ST PETERS SHS		G.C.E.O, Level Certificate

### **Employment Record:**

- **PRESENT DESIGNATION**  
ASSOCIATE NESSHER RESOURCES 2009 to date  
DIRECTOR CREATIVITA 2005 to date  
PROJECT DESIGN, DESIGN DEVELOPMENT, SUPERVISION ETC. OF THE  
UNDER LISTED SCHEMES AMONGST OTHERS.

### **CERTIFICATE COURSES AND TRAINING PROGRAMMES ATTENDED**

- Certificate in Project Planning and Management

### **C. MEMBERSHIP OF PROFESSIONAL BODY/AWARDS**

- Member, Ghana Institution of Architects (GIA)

### **SOME SELECTED PROJECTS:**

#### **I. University/School Projects**

- Legon Commercial Centre University of Ghana
- School Development at Afienuya
- 4-Storey Reading Rooms for Atlantic Hall U.C.C Cape Coast

**II. Health Facilities Projects**

- Medical Care and Rehabilitation Centre at Brekusu
- Tamale Regional Hospital

**III. Housing/ Apartments Projects**

- Apartment Complex at Kwabenya-Accra
- 3-Storey Apartment Development at East Legon Accra

**IV. Commercial Facilities**

- Shops and Offices for Willifel Ventures Accra
- Development for Modak Hotel Complex at Pepeease

**V. Religious Projects (Pro bono)**

- Church complex for Ashongman Pentecost Church Accra
- Church of Jesus Christ of Latter Day Saints

**Languages:**

LANGUAGE	SPEAKING	READING	WRITING
English	Excellent	Excellent	Excellent
Italian	Good	Good	Fair
Akan	Good	Fair	Fair
French	Fair	Fair	Fair

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.



*(Signature of staff member and Authorized Representative of the firm)*

Date: 10<sup>th</sup> October, 2022

Full name of staff member: ALEX AKOTO-BAMFO

Full name of authorized representative: JOHN FRIMPONG MENSAH

### **3F.2 CV OF JOSEPHINE AKOTO-BAMFO**

Proposed Position: ARCHITECT

Name of Consultancy: NESHER RESOURCES LIMITED

Name of Staff: JOSEPHINE AKOTO-BAMFO

Profession: ARCHITECT, PROJECT MANAGER & DEVELOPMENT CONSULTANT

Date of Birth: 13-02-1971

Years with Consultant/Entity: 15YEARS      Nationality: GHANAIAAN

Membership of Professional Body: ASSOCIATE, GHANA INSTITUTE OF ARCHITECTS

PMP Certified

#### **Detailed Tasks Assigned:**

Review of all architectural designs and make appropriate recommendation in respect of required changes where necessary

- Carry out detail design of all architectural designs
- Responsible for preparation of Bidding and working drawings.
- Provide clarification to the Contractor(s) in the course of the construction by way of drafted AutoCAD details.
- Ensure that the Contractor(s) put up the building structures and facilities in accordance with the reviewed design works through effective supervision during the construction phase.
- Preparation of Block Plans and AutoCAD related drawings
- Undertake site measurement to help in the design proposals
- Assist the Team Leader in Preparation of all reports (commencement, monthly, quarterly, draft final and final reports)
- Any other duty as may be instructed by the project team leader

#### **Key Qualifications:**

Mrs. Josephine Akoto-Bamfo holds an MA in Development Studies, a Certificate of Time Management Course, a Post Graduate Diploma in Architecture, and a BSc. Design (Architecture). She has 24 years post qualification professional experience in Architecture, Property Management and Development Consultancy.



She is a certified Project Management Professional (PMP), holder and also has an Mphil in Development from the Institute of Statistical and Social Research (ISSER) University of Ghana Legon. Mrs. Akoto-Bamfo was the Frank Lloyd Wright Award Winner for the best designs in the year 1997 with an elaborate Design Thesis on Kejetia Railway Terminus.

She is also a Project Manager and in charge of design development and has had a varied experience in both design and management. She has also operated as Deputy Project Manager and Team Leader on the Cultural Heritage and Local Economic Development Programme (CHLDEP) and Elmina Heritage and Management Programme (ECHMP) (Dec 2005-May 2007) with Urban Solutions-Bv.

Mrs. Akoto-Bamfo is an Associate with the Ghana Institute of Architects qualifying for membership and her professional license in 1999. She is well versed in Computer Programmes such as Autocad 14, Autocad 2002, Architectural Desktop 3.3, Ms Word, Ms Excel, Ms Powerpoint and Spss12. She is also well versed in Proposal Writing and Project Management, Evaluation and Impact Assessment of Projects and Participatory Rural Appraisal Techniques among others.

#### **Education:**

2003-2004	LEGON	Mphil. Development Studies
2002-2003	LEGON	MA in Development Studies
2001	GIMPA	Certificate in Time Management Course
1994-1997	KNUST	Post Graduate Diploma in Architecture
1990-1993	KNUST	BSc. Design (Architecture)
1982-1989	SECONDARY	GCEO Level (Distinction) & GCE A Level
	SCHOOL	(Certificate)

#### **Employment Record:**

- **PRESENT DESIGNATION: SENIOR LECTURER**  
ASSOCIATE NESSHER RESOURCES 2009 TO DATE  
ASSOCIATE DIRECTOR CREATIVITA 2007 TO DATE

#### **CERTIFICATE COURSES AND TRAINING PROGRAMMES ATTENDED**

- Certificate in Time Management Course

#### **C. MEMBERSHIP OF PROFESSIONAL BODY/AWARDS**

- Frank Lloyd Wright's Award in Architecture for Best Design Thesis Computer Literature in June 1997

- Member, Ghana Institute of Architects Committee on Housing Policy in Ghana

### **SOME SELECTED PROJECTS:**

#### **1. University/School Projects**

- School Complex at Afiencya
- 4-Storey Reading Rooms for Atlantic Hall U.C.C Cape Coast
- Legon Commercial Centre University of Ghana

#### **2. Health Facilities Projects**

- Medical Care and Rehabilitation Centre at Brekusu

#### **3. Industrial Projects**

- Otumfuo Opoku Ware II Chocolate factory

#### **4. Housing/ Apartments Projects**

- Apartment Complex at Kwabenya- Accra
- 3-Storey Apartment Development at East Legon Accra

#### **5. Commercial Facilities • Wholesale Warehouse Complex at Tema**

- Shop and Office Development for Willifel Ventures Accra

#### **6. Religious Projects (Pro bono)**

- Church Complex for Ashongman Pentecost Church Accra
- Restoration of staircase to the Catholic Church

### **Languages:**

LANGUAGE	SPEAKING	READING	WRITING
English	Excellent	Excellent	Excellent Fair
Akan	Excellent	Good	

### **Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.



*(Signature of staff member and Authorized Representative of the firm)*

Date: 10<sup>th</sup> October, 2022

Full name of staff member: JOSEPHINE AKOTO-BAMFO

Full name of authorized representative: JOHN FRIMPONG MENSAH

### **3F.3 CV OF EBENEZER OFFEI ANSONG**

Proposed Position: CIVIL/ STRUCTURAL ENGINEER

Name of Consultancy: NESHER RESOURCES LIMITED

Name of Staff: **EBENEZER OFFEI ANSONG**

Profession: CIVIL/ STRUCTURAL ENGINEER

Date of Birth: 26-12-1982

Years with Consultant/Entity: 6 YEARS      Nationality: GHANAIAAN

Membership of Professional Body: GHANA INSTITUTION OF ENGINEERS

#### **Detailed Tasks Assigned:**

- Responsible for all structural engineering and relevant external works designs
- Responsible for the preparation of Bidding and Structural working drawings.
- Provide supervision services associated with technical control of the construction works.
- Supervise all the Clerks of Works at various sites to ensure structural stability and general propriety of construction of all the structures and ancillary works on site in accordance with all Technical Specifications as prescribed for the Works.

#### **Key Qualifications:**

Ebenezer Offei Ansong holds a BSc. Civil Engineer from Kwame Nkrumah University of Science and Technology, Kumasi. He has over 12 years post qualification professional experience in Civil and Structural Engineering Consultancy. He has over the years accumulated considerable experience in supervision of design of buildings, bridges and water retaining structures.

Ebenezer Offei Ansong has a rich experience in project inception, design and supervision of several projects across various regions and sector of Ghana. He has designed and supervised 24m Span Steel Bridge on Pruso-Bonkru feeder road for the Ministry of Roads and Highways. He has also been involved in consultancy services as a Design Team Member for 3-Storey SIC Clinic at North Ridge Accra for State Insurance Company. He has also designed and supervised 2-Storey Tetteh Quarshie Reception Centre for Ghana COCOBOD at Mampong Akuapem

He has over the last ten years worked with Nesher Resources Limited and provided services in design supervision and management of various projects undertaken by Nesher Resources Limited for various clients.

#### **Education:**

2003-2007

KNUST

BSc. Civil Engineer

#### **Employment Record:**

- **PRESENT DESIGNATION: CONSULTANT**

NESHER RESOURCES

ACCRA

#### **C. MEMBERSHIP OF PROFESSIONAL BODY/AWARDS**

- Member, Ghana Institution of Engineers (GhIE)

#### **SOME SELECTED PROJECTS:**

##### **i. University/School Projects**

- Design of 4-Storey Library Block for the Ministry of Education, Asawase - Kumai

##### **ii. Health Facilities Projects**

- Design 3-Storey SIC Clinic at North Ridge Accra for State Insurance Company.

##### **iii. Industrial Projects**

- Design of 5-Storey Shopping Centre for Avnash Company Ltd. (2004)
- Design of 4-Storey Administration Block for Rice Mill Project at Tamale for Avnash Company Ltd.
- Design of 4-Storey Azar Chemical head office in Accra

##### **iv. Housing/ Apartments Projects**

- Design of 4-Storey, 2-Bedroom Flats, Mariville Project for Hirozaki Ltd.

##### **v. Commercial Facilities**

- Design of 4-Storey Commercial Centre for Ghana Marketing Cooperative Association Ltd. (2004)

**vi. Residential Projects**

- 2-Storey, 5-bedroom residence at West Legon

**vii. Religious Projects (Pro bono)**

- 4-Storey Bethany Methodist Church, Accra

**Languages:**

LANGUAGE	SPEAKING	READING	WRITING
English Twi	Excellent Excellent	Excellent Excellent	Excellent Excellent

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.



*(Signature of staff member and Authorized Representative of the firm)*

Date: 10<sup>th</sup> October, 2022

Full name of staff member: **EBENEZER OFFEI ANSONG**

Full name of authorized representative: **JOHN FRIMPONG MENSAH**

### **3F.4 CV OF JOHN FRIMPONG MENSAH**

Proposed Position: QUANTITY SURVEYOR

Name of Consultancy: NESHER RESOURCES LIMITED

Name of Staff: JOHN FRIMPONG MENSAH

Profession: QUANTITY SURVEYOR / MANAGING CONSULTANT

Date of Birth: 06-1964

Years with Consultant/Entity: 10 YEARS      Nationality: GHANAIAAN

Membership of Professional Body: GHANA INSTITUTE OF SURVEYORS

#### **Detailed Tasks Assigned:**

- Responsible for the preparation of all Bills of Quantities for the works and project cost control
- Preparation of interim payment certificates    • Preparation of final accounts.
- Building up Rates pertaining to the project area
- Agree variations with contractors before work is undertaken
- Advice on all matters relating to cost and ensure effective cost management of the project
- Responsible for the design of all electrical engineering works and installation supervision during construction.
- Ensure that the electrical requirements for the installation of all equipment are in accordance with the manufacturer's specifications and recommendation.
- Outline the maintenance requirements of the electrical systems to ensure consistency and reliability when in operation.
- Review as-built electrical drawings submitted by contractors
- Advise on the selection of electrical sub-contractors (if any)

#### **Key Qualifications:**

Mr. John Frimpong Mensah graduated in Building Technology in 1990 with a BSc (Hon.) Degree from the University of Science and Technology. He also has a MBA in Project Management from the University of Ghana (Legon).

He has considerable pre and post contract cost management experience both private and public infrastructural development in health, rehabilitation / refurbishment, housing, banking, office buildings, roads, drains and other Civil Engineering works.

Mr. Frimpong has 10 years professional experience in Quantity surveying. His experience on office complex projects includes National Identification Authority, Nestle, Provident, Unilever, Head Offices among others and several schools and Educational Facilities comprising classrooms, training centers hostels etc.

Other works include the State Banqueting Hall, The Speaker of Parliament's Block at the State House, the Debating Chamber of Parliament and Osu Ring Road among others. He has an excellent working knowledge of Microsoft Project, Word and Excel.

**Education:**

2002-2004	LEGON	MBA (Project Management)
1986-1990	KNUST	BSc (Building Technology)

**Employment Record:**

• **PRESENT DESIGNATION:**

PRINCIPAL QUANTITY SURVEYOR NESHER RESOURCES 2004-DATE

**C. MEMBERSHIP OF PROFESSIONAL BODY/AWARDS**

- Member, Ghana Institute of Surveyors GhIS No 646

**SOME SELECTED PROJECTS:**

**VI. University/School Projects**

- School Complex at Afienya
- 4-Storey Reading Rooms for Atlantic Hall U.C.C Cape Coast
- Legon Commercial Centre University of Ghana

**VII. Health Facilities Projects**

- Medical Care and Rehabilitation Centre at Brekusu

**VIII. Industrial Projects**

- Otumfuo Opoku Ware II Chocolate factory

**IX. Housing/ Apartments Projects**

- Apartment Complex at Kwabenya- Accra
- 3-Storey Apartment Development at East Legon Accra

**X. Commercial Facilities**

- Wholesale Warehouse Complex at Tema
- Shop and Office Development for Willifel Ventures Accra

**XI. Religious Projects (Pro bono)**

- Church Complex for Ashongman Pentecost Church Accra
- Restoration of staircase to the Catholic Church

**Languages:**

LANGUAGE	SPEAKING	READING	WRITING
English	Excellent	Excellent	Excellent
Ga	Excellent	Excellent	Excellent
Akan	Excellent	Excellent	Excellent
Fante	Excellent	Excellent	Excellent

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.



*(Signature of staff member and Authorized Representative of the firm)*

Date: 10<sup>th</sup> October, 2022

Full name of staff member: JOHN FRIMPONG MENSAH



### **3F.1 CV OF JOHN KORSI DAKPOE**

Proposed Position: ELECTRICAL ENGINEER

Name of Consultancy: NERSHER RESOURCES LIMITED

Name of Staff: **JOHN KORSI DAKPOE**

Profession: ELECTRICAL ENGINEER

Date of Birth: 26-12-1982

Years with Consultant/Entity: 10 YEARS      Nationality: GHANAIAN

Membership of Professional Body: GHANA INSTITUTION OF ENGINEERS (Fellow)

#### **Detailed Tasks Assigned:**

- Responsible for the design of all electrical engineering works and installation supervision during construction.
- Ensure that the electrical requirements for the installation of all equipment are in accordance with the manufacturer's specifications and recommendation.
- Outline the maintenance requirements of the electrical systems to ensure consistency and reliability when in operation.
- Review as-built electrical drawings submitted by contractors
- Advise on the selection of electrical sub-contractors (if any)

#### **Key Qualifications:**

John Korsi dakpoe holds a BSc. Civil Engineering from Kwame Nkrumah University of Science and Technology, Kumasi. He has over 25 years experience in Electrical Engineering Consultancy. He has over the years accumulated considerable experience in supervision of external and internal electrical design.

Ebenezer Offei Ansong has a rich experience in project inception, design and supervision of electrical systems in different types of buildings including housing estates, health facilities, training institutions commercial facilities (banks and shops), sports facilities, offices, church buildings and industries. He has extensive experience in electrical power generation (including stand-by generators), transmission and distribution and solar power systems. He has also been involved in external and internal electrical design and telephone distribution for Koforidua Polytechnic and project supervision for the Volta River Authority Thermal Power Housing Estate at Aboadze, Takoradi. He was the consultant for the rehabilitation of Butfield two storey building for USA Embassy, Accra.

**Education:**

1975-1979

KNUST

BSc. Electrical Engineer

**Employment Record:**

- **PRESENT DESIGNATION: CONSULTANT**  
NESHER RESOURCES  
ACCRA

**CERTIFICATE COURSES AND TRAINING PROGRAMMES ATTENDED**

- World Bank Guidelines on Procurement, Accra (May, 2002)
- Environmental Degradation, Accra (July 1994)
- Engineering Economics and Finance (March 1994)
- Contract Administration, Accra (October 1993)
- Design of Electrical Power Systems, Akuse 1989 by Volta River Authority Training School

**C. MEMBERSHIP OF PROFESSIONAL BODY/AWARDS**

- Fellow, Ghana Institution of Engineers (GhIE)
- Member, American Biographical Institute – USA (as electrical engineer if international class)
- Member, International Biographical Centre – UK (International Personality of the year 2021 as a world acclaimed electrical engineer)

**SOME SELECTED PROJECTS:****XII. University/School Projects**

- External and internal electrical design and project supervision of classroom and dormitory blocks, Akosombo International School.
- External and internal electrical design and project supervision of dormitory block, GIMPA
- Designed the central air-conditioning system for the Regional Maritime Academy Lecture Theatre, Accra.

**XIII. Health Facilities Projects**

- External and internal electrical design and project supervision of Korle Bu Teaching Hospital Blood Bank.
- External and internal electrical design and project supervision of Akosombo Hospital (Volta River Authority)

**XIV. Industrial Projects**

- External and internal electrical design and project supervision of Takoradi Thermal Plant Buildings including fuel treatment, control, industrial service, incinerator, workshop, warehouse, security, employee building etc.

**XV. Housing/ Apartments Projects**

- External and internal electrical design and project supervision of Tema Community 3 Housing Project.

**Languages:**

LANGUAGE	SPEAKING	READING	WRITING
English Twi	Excellent Fair	Excellent Fair	Excellent Fair

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.



*(Signature of staff member and Authorized Representative of the firm)*

Date: 10<sup>th</sup> October, 2022

Full name of staff member: JOHN KORSI DAKPOE

Full name of authorized representative: JOHN FRIMPONG MENSAH

### **3F.1 CV OF VICTOR ASIEDU BOAFO**

Proposed Position: SITE ENGINEER/CLERK OF WORKS

Name of Consultancy: GOLDSTREET REAL ESTATE CONSULT

Name of Staff: VICTOR ASIEDU BOAFO

Profession: SITE ENGINEER/CLERK OF WORKS

Years with Consultant/Entity: 12 YEARS      Nationality: GHANAIAN

Membership of Professional Body: ASSOCIATE, GHANA INSTITUTION OF  
ARCHITECTS

#### **Detailed Tasks Assigned:**

7. He shall oversee the overall management of the assignment.
8. He will be responsible for organization and coordination of all staff of the Consultant.
9. He will be responsible for ensuring that the output of the consultant is in accordance with the best practices and in conformity with the Terms of Reference.
10. He shall be a liaison between the Consulting Firm and the Employer.
11. He shall furthermore be the convener of Progress Meetings and chair same.
12. He shall be responsible for submission of progress reports and all other reports specified in the reporting requirements.

#### **Key Qualifications:**

Victor Asiedu Boafo holds a professional Qualification as a Member of Ghana institute of Architects (GIA). He also holds a Post GRADUATE Diploma in Architecture from the Kwame Nkrumah University of Science and Technology.

He has 10 years post qualification professional experience. Victor Asiedu has worked at several companies which makes him rich in experience with regards to the field of Architecture. Mr. Asiedu worked as the Regional Engineers Representative at the Accra Planning Committee in 1993. He also did his professional attachment at Architectural and Engineering Service Limited from 1989-1990.

Mr. Asiedu worked as an assistant Architect at the Public Works Department, (PWD) Accra from 1992-1993. He also worked as an Architect at Architect Incorporated, Accra from 1993-1995. Mr. Boafo worked as a Freelanced Architect from 1996-2003. He also became the Principal at Craftsmen Consult from 2004-2009.

**Education:**

1995	GIA	Professional Qualification
1992	KNUST	Diploma in Architecture
1991	Teamwork Design Service	Professional Attachment
1990	Nelson Arch. Consultancy	Professional Attachment
1989	AESC	Professional Attachment

**Employment Record:****PRESENT DESIGNATION: CONSULTANT**

- NESHER RESOURCES 2009-date

**C. MEMBERSHIP OF PROFESSIONAL BODY/AWARDS**

- Member, Ghana Institute of Architects (GIA) 1995

**SOME SELECTED PROJECTS:****XVI. University/School Projects**

- University of Education, Winneba 1,000 Bed Hostel
- Central University College Proposed Ultra-Modern Business School La, Accra

**XVII. Health Facilities Projects**

- 50-Bed Orthopedic Hospital Pantang, East Legon, Accra
- Ministry of Health Community Health Nurses Training School, Tanoso

**XVIII. Industrial Projects**

- Rowi Limited Bonded Warehouse Frafaha, Accra
- Sea-Freight Pineapple Exporters, Tema Harbour

**XIX. Housing/ Apartments Projects**

- Marine Heights Apartments Tema Community5
- Development of Housing Estates for UT Properties

**XX. Commercial Facilities**

- Shopping Centre, Ofankor, Accra

**XXI. Religious Projects (Pro bono)**

- Mount Olivet Methodist Church, Dansoman
- Max Dodu Presbyterian Church, Lartebiokorshie

**Languages:**

LANGUAGE	SPEAKING	READING	WRITING
English Twi	Excellent Excellent	Excellent Excellent	Excellent Excellent

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.



*(Signature of staff member and Authorized Representative of the firm)*

Date: 10<sup>th</sup> October, 2022

Full name of staff member: VICTOR ASIEDU BOAFO

Full name of authorized representative: JOHN FRIMPONG MENSAH











Final Bills of Quantities for Client approval													
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### 3. PREPARATION OF TENDER DOCUMENTS/TENDERING/ EVALUATION

	<i>[1st, 2nd, etc. are months from the start of assignment.]</i>												
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	
Activity (Work)													
Preparation of Tender Documents													
Tendering process													
Tender Evaluation													
Recommendation of Award													
Award of Contract and Handing Over of Site													

### 4. CONSTRUCTION MANAGEMENT AND SUPERVISION

			<i>[1st, 2nd, etc. are months from the start of assignment.]</i>														
	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th	14th	15th	16th	17th	18th
Activity (Work)																	
Construction Supervision Activities																	
Inception Report																	
Monthly Reports / Minutes																	
Payment Certificates																	
Quarterly Reports																	

## 5. DEFECT LIABILITY REVIEW AND COMPLETION

	<i>[1st, 2nd, etc. are months from the start of assignment.]</i>														
	10th	11th	12th	13th	14th	15th	16th	17th	18th	19th	20th	21st	22nd	23rd	24th
Activity (Work)															
Substantial Completion Report															
Schedule of Defects															
Remedying of Defects															
Final Inspection															
Final Account / Report															

## B. COMPLETION AND SUBMISSION OF REPORTS

Reports	Date
1. Inception Report	2 weeks after commencement of assignment
2. Interim Progress Report (a) First Status Report (b) Second Status Report	Four (4) weeks after commencement of construction works and monthly afterwards
3. Draft Report	Within 4 weeks after expiration of Defects Liability Period and issuance of Defects Liability Certificate
4. Final Report	Within 2 weeks after receipt of comments on the Draft Final Report

## **Section 4. Financial Proposal - Standard Forms**

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

#### 4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Employer]

Dear Sir/Madam,

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

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

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

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

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

We remain,

Yours faithfully,

\_\_\_\_\_  
Authorized Signature:

---

Name and Title of Signatory:

---

Name of Consultancy:

---

Address:



**4B. SUMMARY OF COSTS**

Costs	Currency(ies) <sup>4</sup>	Amount(s)
Subtotal		
Local Taxes		
Total Amount of Financial Proposal		_____

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<sup>4</sup> Maximum of three currencies plus Ghanaian Cedi.

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**4C. BREAKDOWN OF PRICE PER ACTIVITY**

Activity No.: _____	Activity No.: _____	Description: _____
Price Component	Currency(ies)	Amount(s)
Remuneration		
Reimbursables		
Miscellaneous Expenses		
Subtotal		_____

**4D. BREAKDOWN OF REMUNERATION PER ACTIVITY**

Activity No. _____			Name: _____	
Names	Position	Input <sup>5</sup>	Remuneration Currency(ies) Rate	Amount
Regular staff				
Local staff				
Consultants				
Grand Total				_____

**4E. REIMBURSABLES PER ACTIVITY**

Activity No: \_\_\_\_\_ Name: \_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price In	Total Amount In
-----	-------------	------	----------	---------------	-----------------

<sup>5</sup> Staff months, days, or hours as appropriate.

1.	International flights _____	Trip			
2.	Miscellaneous travel expenses	Trip			
3.	Subsistence allowance	Day			
4.	Local transportation costs <sup>6</sup>				
5.	Office rent/accommodation/ clerical assistance				
	Grand Total				_____

---

#### 4F. MISCELLANEOUS EXPENSES

Activity No. \_\_\_\_\_

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

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<sup>6</sup> Local transportation costs are not included if local transportation is being made available by the Employer. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Employer.

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs between _____ and _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: vehicles, computers, etc.				
4.	Software				
	Grand Total				_____

## Section 5. Terms of Reference

### **CONSULTANCY SERVICES FOR THE SUPERVISION OF BUILDING CONSTRUCTION WORKS AND ENGINEERING SERVICES REQUIRED FOR NEW BUILDINGS AND FACILITIES IN AHAFO, ASHANTI, BONO EAST, BONO AND WESTERN- NORTH REGIONS OF GHANA**

#### **1.0 BACKGROUND**

The Ghana Tertiary Education Commission (GTEC) under the Ministry of Education has received funds from the Ghana Education Trust Fund (GETFund) to support the Colleges of Education Expansion Project (CEEP) in Ghana for the proposed construction of a total of 45 No. 3-Storey Hostel Blocks in Selected Colleges of Education across the Country. The GTEC intends to apply part of this funds to cover eligible payments under the contract for consulting services for the construction supervision of Hostel Blocks at the Colleges of Education.

The project consists of the following components:

- A. ***Civil Works:*** This includes all construction works and engineering services in Colleges of Education in the Ahafo, Ashanti, Bono East, Bono and Western- North Regions of Ghana.
- B. ***Educational Furniture, Equipment and Tools:*** This includes Supply and installation of Educational Furniture, Equipment and Tools for all new buildings and facilities
- C. ***Consultancy Services:*** This includes design review, contract management and administration as well as supervision of Project Implementation

#### **2.0 OBJECTIVE OF THE CONSULTANCY ASSIGNMENT**

The objective of the Consultancy assignment is to undertake review of the GTEC Model Designs and associated Pre-Contract Documents as well Post Contract Services for the selected Schools in Ahafo, Ashanti, Bono East, Bono and Western- North Regions of Ghana.

#### **3.0 SCOPE OF THE SERVICES**

Post Contract Services, i.e. all consulting services to be undertaken by the consultant after contract is awarded to the contractor. Some of the buildings and facilities to be supervised are:

Item	College	Project	Zone
1	St. Louis College of Education, Kumasi	Construction of 3-Storey Hostel Block	Zone C
2	Akrokerri CoE, Akrokerri-Ash		
3	Offinso College Of Education		
4	Al-Faruq College of Education, Wenchi		
5	Atebubu College of Education, Atebubu		
7	St. Joseph's College of Education, Bechem		
8	Berekum College of Education, Berekum		
9	St. Ambrose College of Education, Dormaa		
10	Enchi College of Education, Enchi		
11	Bia Lamplighter CoE, Essam-Debiso		
12	Wiawso College of Education		

### 3.1 Construction Supervision (Including pre-commencement activities)

#### Pre-commencement Activities:

The Consultant is required to undertake the following pre-commencement activities prior to handing over the sites to the Contractors:

- a. *Geomatic Designs*: The Consultants shall undertake a survey of project site and prepare site layout, plans or maps showing existing buildings and proposed developments and topographical survey plans indicating major landed features.
- b. *Geotechnical Investigations*: The Consultants shall conduct Geotechnical investigations at the sites earmarked for the construction of the new blocks and prepare Geotechnical

report or soil test report for each site. The findings from the geotechnical investigations should guide the re-design of the foundations when necessary.

### **Construction Supervision**

The Consultants shall supervise all construction activities by ensuring that all agreed specifications are adhered to achieve the desired quality. The Consultants shall also keep a resident engineer at the site to supervise the day-to-day activities at the site. If it comes to the notice of the client that the resident engineer is not acting professionally, the remuneration for such shall be suspended. Additional responsibilities that would be expected of the consultants are but not limited to the following:

- i. Verifying and validating the setting out for each structure on site in accordance with the Block Plan provided by the Employer
- ii. Ensuring adherence of Contractors to quality assurance and control requirements for execution of the works
- iii. Hand over the selected site to Contractor(s) with the Employer
- iv. Determine the best position and orientation of the structure on site
- v. Vet the work programme submitted by Contractors and approve them
- vi. Ensure Contractor complies with all proposed environmental safeguards
- vii. Ensure good quality materials are brought to the site to execute the works
- viii. Provide sound site supervision and general contract administration in order to secure timely delivery of the works, and to also avoid cost overruns
- ix. Ensure that contractors adhere to Health and Safety practices per approved codes and standards. The Consultant shall ensure that Contractors submit Health and Safety Plan/Measures for approval before commencement of works at various sites
- x. Organise Monthly Site Meetings (Progress Meetings) with stakeholder's participation and incorporate minutes of the Progress Meetings into the Progress Reports for the attention of the Employer
- xi. Prepare Monthly Progress Report for submission to the Employer
- xii. Supervise the construction of the works by physically inspecting and approving the activities indicated in the Contractor's Work Programme
- xiii. Ensure cost control during construction particularly with variations
- xiv. Check, verify the measurement of works done by the Contractor and submit through interim/final payment certificates and certify payments due the Contractor to the Employer for approval and payments
- xv. The Consultant shall, during the course of works, keep accurate records of all dates and quantities of work carried out, all payments made to the Contractors and all materials and equipment supplied to the site
- xvi. Take over the completed works from the Contractor
- xvii. Ensure that contractors prepare as-built drawings, and other documents as part of the hand-over activities
- xviii. Hand over the completed works to the Employer



- xix. Issue Practical Completion Certificate to the Contractor, copying the Employer xx.  
 Prepare a Schedule of Defects (Snag List) after certifying Practical Completion
- xxi. Issue Defects Liability Certificate to the Contractor upon expiration of Defects Liability Period and upon making good all notable defects by the Contractor xxii.  
 Prepare in collaboration with the Contractor, Final Accounts Statement and issue Final Payment Certificate for settlement by the Employer xxiii. Supervise the supply of furniture and equipment in accordance with design, installation of laboratory equipment and make recommendations for payment.
- xxiv. Prepare Final Report for submission to the Employer

*Note: The Consultant shall not give any instructions which in his opinion are likely to increase the cost of works without prior approval by the Employer*

- *The Consultant will keep the Employer advised continuously as works progress. If any deviation from the implementation schedules occurs, the Consultants will inform the Employer about the necessary measures to be taken to avoid delay of the project*

#### 4.0 PERSONNEL REQUIRED, QUALIFICATIONS, AND EXPERIENCE

The following under listed Personnel will be required for the assignment. The Team Leader should either be an Architect, Civil Engineer or Quantity Surveyor.

Table 3: Personnel Qualifications & Experience

S/No.	Personnel	Number Required	Basic Qualification (Years of Experience)	Professional Qualification (Years of Experience)
1	Team Leader (Architect, Civil Engineer or Quantity Surveyor)	1No.	B.Sc. Architecture or Civil Engineering (10)	(15)
2	Architect	1No.	B.Sc. PG Dip Arch (5)	(3)
3	Civil/Structural Engineer	1No.	B.Sc. Civil Engineering (5)	(3)
4	Quantity Surveyor	1No.	B.Sc. Bldg. Tech. (5)	(3)
5	Electrical Engineer	1No.	B.Sc. Electrical Engineering (5)	(3)
6	Mechanical Engineer	1No.	B.Sc. Mech. Engineering (5)	(3)
7	Resident Engineer (Clerk of Works)	11No.	HND Bldg. Tech. or HND Civil Engineering. (4)	N/A

## 5.0 RESPONSIBILITIES OF CONSULTANT'S PROFESSIONAL PERSONNEL

**TEAM LEADER:** He shall oversee the overall management of the assignment. He will be responsible for organization and coordination of all staff of the Consultant. He will be responsible for ensuring that the output of the consultant is in accordance with the best practices and in conformity with the Terms of Reference. He shall be a liaison between the Consulting Firm and the Employer. He shall furthermore be the convener of Progress Meetings and chair same. He shall be responsible for submission of progress reports and all other reports specified in the reporting requirements.

**ARCHITECT:** The Architect will carry out detail design of all architectural designs and the preparation of Bidding and working drawings. He shall provide clarification to the Contractor(s) in the course of the construction and ensure that the Contractor(s) put up the building structures and facilities in accordance with the reviewed design works through effective supervision during the construction phase.

**CIVIL/STRUCTURAL ENGINEER:** He shall be responsible for all structural engineering and relevant external works designs and be responsible for the preparation of Bidding and Structural working drawings. He shall provide supervision services associated with technical control of the construction works. He shall also supervise all the Clerks of Works at various sites to ensure structural stability and general propriety of construction of all the structures and ancillary works on site in accordance with all Technical Specifications as prescribed for the Works.

**QUANTITY SURVEYOR:** The Quantity Surveyor shall be responsible for the preparation of all Bills of Quantities for the works and project cost control, preparation of interim payment certificates and final accounts.

**ELECTRICAL ENGINEER:** He shall be responsible for the design of all electrical engineering works and installation supervision during construction. He shall ensure that the electrical requirements for the installation of all equipment are in accordance with the manufacturer's specifications and recommendation. The electrical engineer shall outline the maintenance requirements of the electrical systems to ensure consistency and reliability when in operation.

**MECHANICAL ENGINEER:** He shall carry out the design of all mechanical engineering installations and supervision of all plumbing and pump installation works for water supply and all mechanical installation works and booster pump for distribution of water, including mechanization of borehole, where applicable.

**RESIDENT ENGINEER:** He shall provide day-to-day site supervision services at each site under the direction and instructions of all the Consultant's key professional personnel.

For the avoidance of doubt, the consulting firm shall assign one Resident Engineer per site who shall act as the Resident Supervisor for purposes of daily site supervision on behalf of the Consultant.

## 6.0 TIMELINES AND REPORTING REQUIREMENTS

Three (3) hard copies and one soft copy of the following reports are to be submitted at the times indicated in Table 4.

Table 4. Output and Timelines expected from the Consulting Firm

S/No.	Report	Period due
1	Inception Report	2 weeks after commencement of assignment
2	Geotechnical Report and site layout	Four (4) weeks after commencement of assignment
3	Monthly Progress Report	Four (4) weeks after commencement of construction works and monthly afterwards
4	Draft Completion Report	4 weeks after Practical Completion of works and issuance of Practical Completion Certificate
5	Completion Report	Within 2 weeks after receipt of comments on the Draft Completion Report
6	Defects Status Report (Maintenance Management Report)	Quarterly (i.e. Every 3 months from date of Completion) till expiration of Defects Liability Period
7	Draft Project Closure Report	Within 4 weeks after expiration of Defects

		Liability Period and issuance of Defects Liability Certificate
8	Project Closure Report	Within 2 weeks after receipt of comments on the Draft Final Report

## 7.0 DURATION OF ASSIGNMENT

The assignment which shall be for a total duration of **Twenty (24) Calendar Months** shall consist of Eighteen (18) Months Construction Period and Six (6) Months Defects Liability Period (Maintenance Management Period).

**8.0 BREACHES OF CONTRACT AND REMEDIAL MEASURES BY EMPLOYER** It is important for prospective Consultants to note that failure to assign Resident Engineer for each site or withdrawal of Resident Engineer from a site without recourse to the Employer shall constitute a serious breach of contract by the offending Consultant, which may result in the application of remedial sanctions by the Employer.

Prospective Consultants shall take note that the Employer deems the holding of Site Meetings (Progress Meetings) and submission of Progress Reports, in the manner and frequency clearly specified in the timelines and reporting requirements as very significant for the Employer's observation of implementation progress. Failure to hold Site Meetings and submission of Progress Reports shall therefore constitute breach of contract by the Consultant which may result in remedial sanctions by the Employer.

Prospective Consultants may note that, under no circumstance can additional works or variations be authorized for implementation by the contractors under his supervision without prior approval of the Employer.

## **Section 6. Form of Contract**



# **GHANA TERTIARY EDUCATION COMMISSION (GTEC)**

## **TERTIARY EDUCATION IMPROVEMENT PROGRAMME (TEIP)**

### **COLLEGES OF EDUCATION EXPANSION PROJECT (CEEP)**

## **CONTRACT**

**Between**

**GHANA TERTIARY EDUCATION COMMISSION And**

.....

**For The**

**CONSULTANCY SERVICES FOR THE SUPERVISION OF BUILDING  
CONSTRUCTION WORKS AND ENGINEERING SERVICES  
REQUIRED FOR NEW BUILDINGS AND FACILITIES IN COLLEGES  
OF EDUCATION IN THE AHAFO, ASHANTI, BONO EAST, BONO AND  
WESTERN- NORTH REGIONS OF GHANA.**

**SEPTEMBER, 2022**

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## **Preface**

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 (Fund's Policy – Corrupt and Fraudulent Practices); the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including Attachment 1, shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

## I. Form of Contract

### LUMP-SUM

This CONTRACT (hereinafter called the “Contract”) is made the ..... day of the month of ....., **2022**, between, on the one hand, **Ghana Tertiary Education Commission (GTEC)** (hereinafter called the “Client”) and, on the other hand, a Joint Venture (..... consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, ..... (hereinafter called the “Consultant”).

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received Funds from its budgetary allocation towards the cost of the Services and intends to apply a portion of the proceeds of this fund to eligible payments under this Contract, it being understood that (i) payments by the Ministry will be made only at the request of the Client and upon approval by the Ministry; (ii) such payments will be subject, in all respects, to the terms and conditions of the funding agreement and including the Guidelines for the Employment of Consultants under the Public Procurement Authority (PPA).

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract
  - (b) The Special Conditions of Contract;
  - (c) Appendices:

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- Appendix A: Minutes of Negotiation Meeting
- Appendix B: Terms of Reference
- Appendix C: Key Experts
- Appendix D: Reporting Requirement
- Appendix E: Breakdown of Contract Price
- Appendix F: Organization and Methodology
- Appendix G: Relevant Correspondence (Letter of Award and Acceptance)

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

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

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

**FOR THE CLIENT**

**FOR THE CONSULTANT**

Signed .....

Signed .....

Name; .....

Name.....

**Director - General**

**Managing Partner/Director**

Witnessed by:

Witnessed by:

.....

.....

**Name:**

Name.....

.....

P. O Box .....

Address:

.....

## II. General Conditions of Contract

### A. GENERAL PROVISIONS

1.1. Unless the context otherwise requires, the following terms 1.

**Definitions** whenever used in this Contract have the following meanings:

- (a) “Applicable Guidelines” means *Rules and Procedures for the Use of Consultants Procurement and Fiduciary Services Department (ORPF) May 2008 Edition, Revised July 2012*
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.
- (c) “Fund” means the World Bank
- (d) “Borrower” means the Government, Government agency or other entity that signs the financing loan agreement with the Fund.
- (e) “Client” means agency that signs the Contract for the Services with the Selected Consultant.
- (f) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (g) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (h) “Day” means a working day unless indicated otherwise.
- (i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (k) “Foreign Currency” means any currency other than the currency of the Client’s country.

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

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- 2. RELATIONSHIP BETWEEN THE PARTIES** 2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 3. LAW GOVERNING CONTRACT** 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4. LANGUAGE** 4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. HEADINGS** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. COMMUNICATIONS** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
- 7. LOCATION** 7.1. The Services shall be performed at such locations as are specified in Appendix B hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. AUTHORITY OF MEMBER IN CHARGE** 8.1. In case the Consultant is a Joint Venture, the members hereby **MEMBER IN CHARGE** authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. AUTHORIZED REPRESENTATIVES** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
- 10. CORRUPT AND FRAUDULENT PRACTICES Attachment 1** 10.1. The Fund requires compliance with its policy in regard to *[corrupt and fraudulent/prohibited]* practices as set forth in **PRACTICES Attachment 1** to the GCC.
- a. Commissions and Fees 10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and

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currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Fund.

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

- 11. EFFECTIVENESS OF CONTRACT**    11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 12. TERMINATION OF CONTRACT FOR FAILURE TO BECOME EFFECTIVE**    12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. COMMENCEMENT OF SERVICES**    13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 14. EXPIRATION OF CONTRACT**    14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
- 15. ENTIRE AGREEMENT**    15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. MODIFICATIONS OR VARIATIONS**    16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Fund is required.
- 17. FORCE MAJEURE**



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- a.      Definition      17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and
- b.      No Breach of Contract  
avoid or overcome in the carrying out of its obligations hereunder.      17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- 17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- c.      Measures to be Taken      17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

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

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

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

**18. SUSPENSION**

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

**19. TERMINATION**  
set up below:

19.1. This Contract may be terminated by either Party as per provisions

- a. By the Client 19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):
  - (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;

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- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or Fundrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

- b. By the 19.1.3. The Consultant may terminate this Contract, by not Consultant less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.
- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
  - (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
  - (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
  - (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the

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receipt by the Client of the Consultant's notice specifying such breach.

- c. Cessation of 19.1.4. Upon termination of this Contract pursuant to Clauses Rights and GCC 12 or GCC 19 hereof, or upon expiration of this Contract Obligations pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.
- d. Cessation of 19.1.5. Upon termination of this Contract by notice of either Services Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
- e. Payment upon Termination 19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
  - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

**C. OBLIGATIONS OF THE CONSULTANT**

**20. GENERAL**

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a. Standard of Performance

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

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

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

b. Law Applicable to Services

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

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, [*the Borrower's/Beneficiary's*] country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

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

**21. CONFLICT OF**

**INTERESTS** without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

- a. Consultant Not 21.1.1 The payment of the Consultant pursuant to GCC F to Benefit from (Clauses GCC 38 through 42) shall constitute the Consultant's Commissions, only payment in connection with this Contract and, subject to

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Discounts, etc. Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Fund's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

- b. Consultant and 21.1.3 The Consultant agrees that, during the term of this Affiliates Not Contract and after its termination, the Consultant and any entity to Engage in affiliated with the Consultant, as well as any Sub-consultants Certain and any entity affiliated with such Sub-consultants, shall be

Activities disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

- c. Prohibition of 21.1.4 The Consultant shall not engage, and shall cause its Conflicting Experts as well as its Sub-consultants not to engage, either Activities directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

- d. Strict Duty to 21.1.5 The Consultant has an obligation and shall ensure that Disclose its Experts and Sub-consultants shall have an obligation to Conflicting disclose any situation of actual or potential conflict that

Activities impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

**22. CONFIDENTIALITY** 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

**23. LIABILITY OF THE CONSULTANT** 23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

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**24. INSURANCE TO BE  
TAKEN OUT BY THE  
CONSULTANT**

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Subconsultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25. ACCOUNTING,  
INSPECTION AND  
AUDITING**

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit and shall cause its Subconsultants to permit, the Fund and/or persons appointed by the Fund to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Fund if requested by the Fund. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Fund's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Fund's prevailing sanctions procedures.)

**26. REPORTING  
OBLIGATIONS**

26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix B**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**27. PROPRIETARY  
RIGHTS OF THE  
CLIENT IN REPORTS  
AND RECORDS**

27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval

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

**28. EQUIPMENT,  
VEHICLES AND  
MATERIALS**

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

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

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

**29. DESCRIPTION OF KEY EXPERTS** 29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix C**.

**30. REPLACEMENT OF KEY EXPERTS** 30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

**31. REMOVAL OF** 31.1 If the Client finds that any of the Experts or Sub-consultant



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**EXPERTS OR  
SUBCONSULTANTS**

has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

**E. OBLIGATIONS OF THE CLIENT**

**32. ASSISTANCE AND  
EXEMPTIONS**

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

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (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 either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.

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

**33. ACCESS TO  
PROJECT SITE**

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

**34. CHANGE IN THE  
APPLICABLE LAW  
RELATED TO TAXES  
AND DUTIES**

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

**35. SERVICES, FACILITIES  
AND  
PROPERTY OF THE  
CLIENT**

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

**36. COUNTERPART  
PERSONNEL**

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

36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

**37. PAYMENT  
OBLIGATION**

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix B** and in such manner as is provided by GCC F below.

**F. PAYMENTS TO THE CONSULTANT**

**38. CONTRACT PRICE**

38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix D**.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix B**.

**39. TAXES AND DUTIES**

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

**40. CURRENCY OF  
PAYMENT**

40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.

**41. MODE OF  
BILLING AND  
PAYMENT**

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix B**. The payments will be made according to the payment schedule stated in the **SCC**.

41.2.1 Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment Fund guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments

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specified in the SCC until said advance payments have been fully set off.

41.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 The Final Payment. The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

41.2.5 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

**42. INTEREST ON 42.1** If the Client had delayed payments beyond fifteen (15) days **DELAYED** after the due date stated in Clause GCC 41.2.2 , interest shall be paid **PAYMENTS** to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

## G. FAIRNESS AND GOOD FAITH

**43. GOOD FAITH 43.1** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

## **H. SETTLEMENT OF DISPUTES**

**44. AMICABLE** 44.1 The Parties shall seek to resolve any dispute amicably by **SETTLEMENT** mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

**45. DISPUTE** 45.1 Any dispute between the Parties arising under or related to **RESOLUTION** this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

## **I. ELIGIBILITY**

**46. ELIGIBILITY** 46.1 The proceeds of any Fund's financing shall be used to cover services, provided by Consultant's Experts, from Ghana.

**II. Special Conditions of Contract****III.**

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
<b>1.1(b) and 3.1</b>	<b>The Contract shall be construed in accordance with the law of The Republic of Ghana</b>
<b>4.1</b>	<b>The language is:</b> English.
<b>6.1 and 6.2</b>	<p><b>The addresses are:</b></p> <p>Client : <b>GHANA TERTIARY EDUCATION COMMISSION (GTEC)</b>  <b>P. O. Box MB 28</b>  <b>Accra</b></p> <p>Attention : <b>PROF. SALIFU , DIRECTOR - GENERAL</b>  Tel: <b>+233 302 918790, +233-20-9989414, +233-20-9989413</b></p> <p>Consultant :</p> <p>Attention  : Tel:  Cell: Facsimile  :  E-mail:</p>
<b>8.1</b>	<b>The Lead Member on behalf of the JV is .....</b>
<b>9.1</b>	<p><b>The Authorized Representatives are:</b></p> <p>For the Client: <b>Mr. Anthony Debre, Head, Projects</b></p> <p>For the Consultant:</p>
<b>11.1</b>	<b>The effectiveness conditions are the following:</b> The date of approval of the contract by the Client

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12.1	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p>The time period shall be: <b>One (1) month.</b></p>
13.1	<p><b>Commencement of Services:</b></p> <p>The number of days shall be: <b>Two weeks (2) after the notification of Award and receipt of the Consultants Acceptance.</b></p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be: <b>Twenty-four (24) months.</b></p>
21 b.	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or nonconsulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>

<p><b>23.1</b></p>	<p><b>No additional provisions.</b></p> <p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p> <p>(b) This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused</p> <p>by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable law in <b>Ghana</b>,</p> <p><u>[Notes to the Client and the Consultant:</u> Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Fund <u>prior to accepting any changes to</u></p>
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	<p>what was included in the issued RFP. In this regard, the Parties should be aware of the Fund's policy on this matter which is as follows:</p> <p>To be acceptable to the Fund, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and <i>[reimbursable expenses]</i>. <u>A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Fund.</u> Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.</p> <p>The Fund does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]</p>
24.1	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p><i>[Note: Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of _____ <i>[insert amount and currency which should be not less than the total ceiling amount of the Contract]</i>;</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.2	<p>The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.</p>
38.1	<p><b>The Contract price is:</b> .....</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: "be paid" or "reimbursed"]</i> by the Client <i>[insert as appropriate: "for" or "to"]</i> the Consultant.</p>

<p><b>39.1 and 39.2</b></p>	<p><b>The Client warrants that</b></p> <p>any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-</p>
	<p>consultants and the Experts in respect of:</p> <ul style="list-style-type: none"> <li>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services;</li> <li>(b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</li> <li>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</li> <li>(d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that: <ul style="list-style-type: none"> <li>i) <b>the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and</b></li> <li>ii) <b>if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</b></li> </ul> </li> </ul>

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<b>41.2</b>	<p><b>The payment schedule:</b></p> <p>Payments shall be made according to the following schedule:</p> <p><b>(a) First Payment:</b> 15% of Post – Contract Fees on possession of site by Contractor and upon presentation of Inception Report. This would be amortized at equal instalments over the next five (5) payments.</p> <p><b>(b) Second and Subsequent Payments:</b> 7% of the total value of the works certified for payments to Contractors and upon submission of Progress Report.</p>
<b>41.2.1</b>	The following provisions shall apply to the advance payment and the

	advance Fund payment guarantee: N/A
<b>41.2.4</b>	<p><b>The accounts are:</b></p> <p><b>Name of Account:</b></p> <p><b>Name of Account:</b></p> <p><b>Account No:</b></p> <p><b>Swift Code:</b></p>
<b>42.1</b>	<b>The interest rate is:</b> N/A

45.1	<p>1. <b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <p><u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>the GHANA ARBITRATION CENTRE</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <b>THE GHANA BAR ASSOCIATION</b> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.</p>
	<p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the International Chamber of Commerce, Paris; etc. to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>

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	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country or of the home country of any of their members or Parties or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none"> <li>(a) the country of incorporation of the Consultant or of any of their members or Parties; or</li> <li>(b) the country in which the Consultant's principal place of business is located; or</li> <li>(c) the country of nationality of a majority of the Consultant's or of any members' or Parties' shareholders; or</li> <li>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</li> </ul>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> <li>(a) proceedings shall, unless otherwise agreed by the Parties, be held in Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland;</li> <li>(b) the English language shall be the official language for all purposes; and</li> <li>(c) the decision of the sole arbitrator or of a majority of the</li> </ul>
	<p>arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>

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## **APPENDICES**

### **APPENDIX A**

### **MINUTES OF NEGOTIATION MEETING APPENDIX** **B**

## **TERMS OF REFERENCE AND DESCRIPTION OF SERVICES**

### **APPENDIX B – TERMS OF REFERENCE AND DESCRIPTION OF SERVICES**

#### **1.0 BACKGROUND**

The Ghana Tertiary Education Commission (GTEC) under the Ministry of Education has received funds from the Ghana Education Trust Fund (GETFund) to support the Colleges of Education Expansion Project (CEEP) in Ghana for the proposed construction of a total of



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45No. 3-Storey Hostel Blocks in Selected Colleges of Education across the Country. The GTEC intends to apply part of this funds to cover eligible payments under the contract for consulting services for the construction supervision of Hostel Blocks at the Colleges of Education.

The project consists of the following components:

- D. **Civil Works:** This includes all construction works and engineering services required to build new buildings and facilities at the selected Colleges of Education in the Ahafo, Ashanti, Bono East, Bono and Western- North Regions of Ghana.
- E. **Educational Furniture, Equipment and Tools:** This includes Supply and installation of Educational Furniture, Equipment and Tools for all new buildings and facilities
- F. **Consultancy Services:** This includes design review, contract management and administration as well as supervision of Project Implementation

## 2.0 OBJECTIVE OF THE CONSULTANCY ASSIGNMENT

The objective of the Consultancy assignment is to undertake review of the GTEC Model Designs and associated Pre-Contract Documents as well Post Contract Services for the selected Schools in Ahafo, Ashanti, Bono East, Bono and Western- North Regions of Ghana.

## 3.0 SCOPE OF THE SERVICES

Post Contract Services, i.e. all consulting services to be undertaken by the consultant after contract is awarded to the contractor. Some of the buildings and facilities to be supervised are:

Item	College	Project	Zone
1	St. Louis College of Education, Kumasi	Construction of 3-Storey Hostel Block	Zone C
2	Akrokerri CoE, Akrokerri-Ash		
3	Offinso College Of Education		
4	Al-Faruq College of Education, Wenchi		
5	Atebubu College of Education, Atebubu		

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7	St. Joseph's College of Education, Bechem		
8	Berekum College of Education, Berekum		
9	St. Ambrose College of Education, Dormaa		
10	Enchi College of Education, Enchi		
11	Bia Lamplighter CoE, Essam-Debiso		
12	Wiawso College of Education		

### 3.1 Construction Supervision (Including pre-commencement activities)

#### Pre-commencement Activities:

The Consultant is required to undertake the following pre-commencement activities prior to handing over the sites to the Contractors:

- c. *Geomatic Designs*: The Consultants shall undertake a survey of project site and prepare site layout, plans or maps showing existing buildings and proposed developments and topographical survey plans indicating major landed features.
- d. *Geotechnical Investigations*: The Consultants shall conduct Geotechnical investigations at the sites earmarked for the construction of the new blocks and prepare Geotechnical report or soil test report for each site. The findings from the geotechnical investigations should guide the re-design of the foundations when necessary.

#### Construction Supervision

The Consultants shall supervise all construction activities by ensuring that all agreed specifications are adhered to achieve the desired quality. The Consultants shall also keep a resident engineer at the site to supervise the day-to-day activities at the site. If it comes to the notice of the client that the resident engineer is not acting professionally, the remuneration for such shall be suspended. Additional responsibilities that would be expected of the consultants are but not limited to the following:

- xxv. Verifying and validating the setting out for each structure on site in accordance with the Block Plan provided by the Employer

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- xxvi. Ensuring adherence of Contractors to quality assurance and control requirements for execution of the works
- xxvii. Hand over the selected site to Contractor(s) with the Employer
- xxviii. Determine the best position and orientation of the structure on site
- xxix. Vet the work programme submitted by Contractors and approve them
- xxx. Ensure Contractor complies with all proposed environmental safeguards
- xxxi. Ensure good quality materials are brought to the site to execute the works
- xxxii. Provide sound site supervision and general contract administration in order to secure timely delivery of the works, and to also avoid cost overruns
- xxxiii. Ensure that contractors adhere to Health and Safety practices per approved codes and standards. The Consultant shall ensure that Contractors submit Health and Safety Plan/Measures for approval before commencement of works at various sites
- xxxiv. Organise Monthly Site Meetings (Progress Meetings) with stakeholder's participation and incorporate minutes of the Progress Meetings into the Progress Reports for the attention of the Employer
- xxxv. Prepare Monthly Progress Report for submission to the Employer
- xxxvi. Supervise the construction of the works by physically inspecting and approving the activities indicated in the Contractor's Work Programme
- xxxvii. Ensure cost control during construction particularly with variations
- xxxviii. Check, verify the measurement of works done by the Contractor and submit through interim/final payment certificates and certify payments due the Contractor to the Employer for approval and payments
- xxxix. The Consultant shall, during the course of works, keep accurate records of all dates and quantities of work carried out, all payments made to the Contractors and all materials and equipment supplied to the site
- xl. Take over the completed works from the Contractor
- xli. Ensure that contractors prepare as-built drawings, and other documents as part of the hand-over activities
- xl.ii. Hand over the completed works to the Employer
- xl.iii. Issue Practical Completion Certificate to the Contractor, copying the Employer
- xliv. Prepare a Schedule of Defects (Snag List) after certifying Practical Completion
- xl. v. Issue Defects Liability Certificate to the Contractor upon expiration of Defects Liability Period and upon making good all notable defects by the Contractor
- xlvi. Prepare in collaboration with the Contractor, Final Accounts Statement and issue Final Payment Certificate for settlement by the Employer
- xl. vii. Supervise the supply of furniture and equipment in accordance with design, installation of laboratory equipment and make recommendations for payment.
- xl. viii. Prepare Final Report for submission to the Employer

*Note: The Consultant shall not give any instructions which in his opinion are likely to increase the cost of works without prior approval by the Employer*

- *The Consultant will keep the Employer advised continuously as works progress. If any deviation from the implementation schedules occurs, the Consultants will inform the Employer about the necessary measures to be taken to avoid delay of the project*

## **APPENDIX C**

### **KEY EXPERTS**

## **APPENDIX D**

### **REPORTING REQUIREMENTS**

#### **APPENDIX -D – CONSULTANT'S REPORTING REQUIREMENTS**

##### **4.1 REPORTS**

The Consultant will be required to prepare and submit to the Employer 3 (No.) Hard copies and Soft copies of each of the following reports during the assignment.

- i) Inception Report

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- ii) Monthly Progress Report
- iii) Practical Completion Report
- iv) Project Completion Report

### 4.2 CONTENT OF REPORTS

#### 4.2.1 Inception Report

The Inception Report will be brief and concise; it will detail the progress on the assignment and indicate how it will be accomplished within the time schedule. It will also prompt the Employer on any likely problems and difficulties in successfully completing the assignment.

#### 4.2.2 Monthly Progress Reports

The Monthly Progress Report will focus on summarizing the work done during the reporting period but shall briefly touch on other issues. A likely and acceptable table of content for the Progress Report is-

- ◆ An Executive Summary
- ◆ An Introduction and Background
- ◆ Brief summary of progress on assignment to date of reporting
- ◆ Detailed information on work done during the reporting period
- ◆ Personnel used during the reporting period and their inputs (technical/manmonth)
- ◆ Status of Programme of Work [planned compared with actual]
- ◆ Interim Certificates (invoices) issued, paid, outstanding; cash flow and financial status of project
- ◆ Pending assignments and planned programme for next reporting period
- ◆ Project Related Issues and Implementation Challenges
- ◆ Progress Photos if any; communications, meetings etc.

The reports shall also include graphs or charts showing physical progress of the construction and data regarding the current financial status of the Construction Contract and Consultancy Services. A summary of the material test results shall be included in each monthly report and details of all test failures.

#### 4.2.3 Practical Completion Report

The Report shall be comprehensive on the executed works giving all necessary details at the end of Practical Completion. It shall be accompanied by as-built

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drawings and operation and maintenance manuals as received from the Contractor and reviewed by the Supervision Consultants.

**4.2.4 Project Completion Report**

The Report shall be comprehensive on the executed works giving all necessary details at the end of the Defect Liability Period. It shall be accompanied by AsBuilt drawings and Operation and Maintenance manuals as received from the Contractor and reviewed by the Supervision Consultant.

**APPENDIX E**

**BREAKDOWN OF CONTRACT PRICE**



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BREAKDOWN OF CONTRACT PRICE



**APPENDIX F**

**ORGANISATION AND METHODOLOGY**  
**APPENDIX G**

**RELEVANT CORRESPONDENCE**

## **LETTER OF AWARD**

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## **LETTER OF ACCEPTANCE**