

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

Project No.: LMIS MMS001/19

Selection of Services for: Supply and Implementation of a Matter Management System

Client: EASTERN AND SOUTHERN AFRICAN TRADE AND DEVELOPMENT BANK

Country: KENYA

Project: MMS Project

Issued on: 14th November 2019

TABLE OF CLAUSES

PART I – SELECTION PROCEDURES AND REQUIREMENTS.....	3
Section 1. Instructions to Consultants.....	3
A. General Provisions	3
B. Preparation of Proposals.....	6
C. Submission, Opening and Evaluation	9
D. Negotiations and Award.....	13
Section 2. Data Sheet	15
Section 3. Technical Proposal – Standard Forms	20
Section 4. Financial Proposal - Standard Forms	27
Section 5. Terms of Reference.....	32
PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS	53
Section 6. Conditions of Contract and Contract Forms	53

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1. Instructions to Consultants

A. GENERAL PROVISIONS

1. Definitions

- (a) “**Affiliate(s)**” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “**Applicable law**” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) “**Client**” means the Eastern and Southern African Trade and Development Bank who will sign the Contract for the Services with the selected Consultant.
- (d) “**Consultant**” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (e) “**Contract**” means a legally binding written agreement signed between the Client and the Consultant. It includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (f) “**Data Sheet**” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (g) “**Day**” means a calendar day.
- (h) “**Experts**” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (i) “**Government**” means the government of the Client’s country.
- (j) “**Joint Venture (JV)**” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (k) “**Key Expert(s)**” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV

is taken into account in the technical evaluation of the Consultant's proposal.

- (l) “**TTC**” (this Section 1 of the RFP) means the Instructions to Consultants that provide the shortlisted Consultants with all information they need to prepare their Proposals.
- (m) “**LOI**” means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (n) “**Non-Key Expert(s)**” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (o) “**Proposal**” means the Technical Proposal and the Financial Proposal of the Consultant.
- (p) “**RFP**” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.
- (q) “**SRFP**” means the Standard Request for Proposals, which may be used by the Client as the basis for the preparation of the RFP.
- (r) “**Services**” means the work to be performed by the Consultant pursuant to the Contract.
- (s) “**Sub-consultant**” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (t) “**TORs**” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

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

2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal for services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should take into account the Applicable law in preparing their Proposals. They may attend a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of

the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

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

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict of interest that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the rejection of the Consultant's Proposal or the termination of its Contract.

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

a. Conflicting activities

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

b. Conflicting assignments

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

c. Conflicting relationships

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

4. Unfair Competitive Advantage

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

other competing Consultants.

5. Corrupt and Fraudulent Practices

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

5.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Client to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Client.

6. Eligibility

6.1 The Project may benefit consultants (firms, including Joint Ventures and their individual members) from all countries who offer consulting services subject to compliance with the eligibility criteria specified in Section 5.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, Joint Venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Client in the Section 5.

6.3 Government officials and civil servants are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with the Applicable law, and they

(i) are on leave of absence without pay, or have resigned or retired;

(ii) are not being hired by the same entry they were working for before going on leave of absence without pay, resigning, or retiring;

(iii) their hiring would not create a conflict of interest.

B. PREPARATION OF PROPOSALS

7. General Considerations

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

8. Cost of Preparation of Proposal

8.1. The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

9. Language

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

10. Documents Comprising the Proposal

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

10.2. The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party

relating to this Proposal and, if awarded, Contract execution.

11. Only One Proposal

11.1. The Consultant shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, unless otherwise stated in the **Data Sheet**, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal.

12. Proposal Validity

12.1. **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3. If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.

a. Extension of Validity Period

12.4. The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5. If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

12.6. The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts in case of Extension of Validity Period

12.7. If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8. If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

c. Sub-Contracting

12.9. The Consultant shall not subcontract the whole of the Services.

13. Clarification and Amendment of

13.1. The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in

RFP

writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1. At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

13.1.2. If the amendment is substantial, the Client shall extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.2. The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals – Specific Considerations

14.1. While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1. If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. Association with a non-shortlisted Consultant shall be subject to approval of the Client. When associating with non-shortlisted firms in the form of a Joint Venture, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

14.1.2. The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3. If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be rejected.

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

- 15. Technical Proposal Format and Content**
- 15.1. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 15.1.1. Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.
- 15.1.2. Variations are not allowed.
- 15.2. The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP.
- 16. Financial Proposal**
- 16.1. The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration of Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.
- a. Price Adjustment**
- 16.2. For assignments with a duration exceeding 18 months, a price adjustment provision of remuneration rates applies if so stated in the **Data Sheet**.
- b. Taxes**
- 16.3. The Financial Proposal should clearly estimate, as a separate amount, the taxes, duties, fees, levies and other charges imposed in the Client's country under the Applicable law, on the Consultants, the Sub-consultants, and their Experts (other than nationals or permanent residents of the Client's country). The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.
- c. Currency of Proposal**
- 16.4. The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.
- d. Currency of Payment**
- 16.5. Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. SUBMISSION, OPENING AND EVALUATION

- 17. Submission, Sealing, and Marking of Proposals**
- 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If authorised in the **Data Sheet**, the Consultant may choose to submit its Proposals electronically.
- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

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

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

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

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "**Supply and Implementation of a Matter Management System**", reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN UNTIL TECHNICAL PROPOSAL OPENING.**"

17.6 Similarly, the original Financial Proposal shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**"

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "**DO NOT OPEN BEFORE TECHNICAL PROPOSAL OPENING**".

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

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

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award

information.

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

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

19. Opening of Technical Proposals

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

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1. The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

22. Financial Proposals for QBS

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)

23.1 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall

technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.2 The Financial Proposals shall be opened by the Client's evaluation committee. At the opening, the names of the Consultants, the overall technical scores, and the total prices shall be read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

24. Correction of Errors

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

a. Time-Based Contracts

24.1.1 In the case of a Time-Based contract, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with the one indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts

24.1.2 In the case of a Lump-Sum contract, the Consultant is deemed to have included all inputs that are necessary to perform the Services in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

24.2 If the Financial Proposal is significantly lower than the Client's estimate, the Client shall require the Consultants to produce detailed price analyses for any or all items of the Financial Proposal, to demonstrate the internal consistency of those prices with the methodology, resources and schedule proposed. If it turns out that the price is abnormally low, the Financial Proposal may be declared non-compliant and rejected.

25. Taxes

25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

26. Conversion to Single

26.1 For the evaluation purposes, prices shall be converted to a

Currency single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

27. Combined Quality and Cost Evaluation

a. Quality- and Cost-Based Selection (QCBS) 27.1. In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

b. Fixed-Budget Selection (FBS) 27.2. In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the **Data Sheet** shall be rejected. The Client will select the Consultant that submitted the highest-ranked Technical Proposal and invite such Consultant to negotiate the Contract.

c. Least-Cost Selection 27.3. In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score and invite such Consultant to negotiate the Contract.

D. NEGOTIATIONS AND AWARD

28. Negotiations

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

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

a. Availability of Key Experts 28.3. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

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

b. Technical negotiations 28.5. The negotiations include discussions about the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TORs or the terms of the Contract and shall not modify the ranking of the

Proposals.

c. Financial negotiations

28.6. The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7. If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8. In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates.

29. Conclusion of Negotiations

29.1. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by the Client and the Consultant's authorized representative.

29.2. If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

29.3. The Client reserves the right to annul the RFP process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to Consultants.

30. Award of Contract

30.1. After completing the negotiations, the Client shall sign the Contract; if applicable, publish the award information; and promptly notify the other shortlisted Consultants.

30.2. The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

Disclaimers: TDB Group reserves the right to independently verify submitted documents, listed clients and similar works. TDB Group is not obliged to give reason for not selecting any persons/firm. TDB Group reserves the right to discontinue this process without reference to any entity.

Section 2. Data Sheet

A. General	
ITC 1 (b) Applicable law	<i>English Law</i>
ITC 2.1	<p>Name of the Client: Eastern and Southern African Trade and Development Bank</p> <p>Method of selection: Selection Based on Quality and Cost (QCBS)</p> <p>Type of contract: Lump-Sum Contract</p>
ITC 2.2	The name of the assignment is: Supply and Implementation of a Matter Management System
ITC 2.3	A pre-proposal conference will be held: No
ITC 2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p>Not Applicable</p>
ITC 3.2.1 Conflict of Interest	The following additional circumstances shall be considered as a conflict of interest: Not Applicable
ITC 4.1 Unfair Competitive Advantage	If “Unfair Competitive Advantage” applies to the selection, explain how it is mitigated, including by listing the reports, information, documents, etc. and by indicating the sources where these can be downloaded or obtained by the shortlisted Consultants: Not Applicable
B. Preparation of Proposals	
ITC 9.1 Language	<p>Proposals shall be submitted in English language.</p> <p>All correspondence exchanges and documents shall be in English language.</p>
ITC 10.1 Documents Comprising the Proposal	<p>The Proposal shall comprise the following:</p> <p>1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none"> 1. Technical Proposal Submission Form (TECH 1) 2. Power of Attorney to sign the Proposal 3. Description of methodology, work plan and team composition 4. Completed TOR document contained in section 5

	<p>AND</p> <p>2d Inner Envelope with the Financial Proposal:</p> <ol style="list-style-type: none"> 1. Financial Proposal Submission Form (FIN-1) 2. Summary of Costs (FIN-2) 3. Breakdown of Prices (FIN-3 and FIN-4, provided as indicative format in case of lump-sum contract)
ITC 11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible.</p> <p>No</p>
ITC 12.1 Proposal Validity	<p>Proposals must remain valid for 120 calendar days after the proposal submission deadline.</p>
ITC 13.1 Clarification	<p>Clarifications may be requested no later than 10 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: legalopsprojects@tdbgroup.org</p>
ITC 14.1.1	<p>Shortlisted Consultants may associate with:</p> <ol style="list-style-type: none"> a) non-shortlisted consultant(s): Yes <p>OR</p> <ol style="list-style-type: none"> b) other shortlisted consultant (s): No
ITC 14.1.2 (do not use for Fixed Budget method)	<p>The total time for the project (once contract is signed) is expected to be 6 months</p>
ITC 16.1 Reimbursable expenses	<p>The contract is a lump-sum contract: therefore, contract price is fixed all additional costs should be included in the contract price.</p>
ITC 16.2 Price Adjustment	<p>A price adjustment provision applies to remuneration rates:</p> <p>No</p>
ITC 16.4 Currency of Proposal	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>USD</p> <p>The Financial Proposal should state local costs in the Client's country currency (local currency): No.</p>
C. Submission, Opening and Evaluation	
ITC 17.1	<p>The Consultants shall have the option of submitting their Proposals electronically in addition to the hard copy.</p>

ITC 17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and <u>1</u> paper copy and one (1) electronic copy</p> <p>(b) Financial Proposal: one (1) original and <u>1</u> paper copy and one (1) electronic copy</p>
ITC 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date: <u>5th December 2019</u></p> <p>Time: <u>1700 HRS [EAT]</u></p> <p>The Proposal submission address is: Eastern and Southern African Trade and Development Bank 197 Lenana Place, Lenana Road P.O Box 48596 – 00100, GPO Nairobi KENYA Tel:+254-732-192000</p>
ITC 19.1 Opening of Technical Proposals	<p>An online option of the opening of the Technical Proposals is not offered.</p> <p>The opening shall take place at: same as the proposal submission address</p> <p>Date: <u>2nd December 2019</u></p> <p>Time: <u>1600 HRS [EAT].</u></p>
ITC 19.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals:</p> <p>(i) the name of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.</p>
ITC 21.1 Evaluation of Technical Proposals	<p>Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals:</p> <p style="text-align: right;"><u>Points</u></p> <p>(i) Adequacy and quality of the software to address the Bank’s Matter Management Requirements</p> <p style="text-align: right;">Total points for criterion (i): [50]</p> <p><i>{Notes to Consultant: the Client will assess to what degree the proposed software meets the requirements as listed in section 7 of this document.}</i></p> <p>(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</p> <p style="text-align: right;">Total points for criterion (ii): [25]</p> <p><i>{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}</i></p> <p>(iii) Key Experts’ qualifications and competence for the Assignment:</p>

	<p><i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-4 to be prepared by the Consultant}</i></p> <p>a) Position K-1: [Project Manager] [3] b) Position K-2: [Subject Matter Expert (Matter Management)] [4] c) Position K-3:[implementation Team] [3]</p> <p style="text-align: right;">Total points for criterion (iii): [10]</p> <p><i>{Notes to Consultant: The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights: 1) General qualifications (general education, training, and experience) 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments)}</i></p> <p>(iv) Transfer of knowledge (training) program (relevance of approach and methodology):</p> <p style="text-align: right;">Total points for criterion (iii): [5]</p> <p>(v) Demonstration of the Product (during the product presentation demo, ease of use functionality detail will be assessed):</p> <p style="text-align: right;">Total points for criterion (iii): [10]</p> <p><i>{Notes to Consultant: the demo's will be held two weeks after the opening of the Technical Proposals. Each vendor will be provided a date and time for the demos after the Technical Proposal opening.}</i></p> <p style="text-align: right;">Total points for the five criteria: 100</p> <p>The minimum technical score (St) required to pass is: 80</p>
ITC 23.1	<p>An online option of the opening of the Financial Proposals is not offered</p> <p>The Financial Proposal opening procedure shall be: The Client shall open the financial proposal based on the outcome of the technical proposal. All shortlisted vendors will receive communication on the total cost of the Financial Proposals of the shortlisted consultants.</p>
ITC 26.1	<p>All costs are to be expressed in USD.</p>
ITC 27.1 Combined Quality and Cost Evaluation (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 80 and P = 20</p>

	Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.
	D. Negotiations and Award
ITC 28.1	Expected date and address for contract negotiations: Date: December 2019 Address: Eastern and Southern African Trade and Development Bank 197 Lenana Place, Lenana Road, Nairobi, KENYA
ITC 30.2	Expected date for the commencement of the Services: Date: January 2020 at: Eastern and Southern African Trade and Development Bank, 197 Lenana Place, Lenana Road, Nairobi, KENYA

Section 3. Technical Proposal – Standard Forms

Form TECH-1 (format not be altered)

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *Eastern and Southern African Trade and Development Bank*
197 Lenana Place,
Lenana Road
P.O Box 48596 – 00100, GPO
Nairobi
KENYA

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *Supply and Implementation of a Matter Management System* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

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

{OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in this Proposal may lead to the rejection of our Proposal by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution

of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.

- (e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

We acknowledge and agree that the Client reserves the right to annul the selection process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to us.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

TECHNICAL PROPOSAL (FORM TECH-2)

{Below is a suggested structure of the Technical Proposal}

A - Consultant's Structure and Experience

{Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member that will be participating in this assignment, including an organizational chart, a list of Board of Directors, and beneficial ownership.}

B - Description of Approach, Methodology, and Work Plan in accordance with the Terms of Reference

- a) **Technical Approach and Methodology.** {Please explain your technical approach, and the methodology you would adopt for implementation of the solution. Include here your comments and suggestions in regard to the TOR and comments on counterpart staff and facilities to be provided by the Client. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the milestones. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TORs and ability to translate them into a feasible working plan. A list of the final deliverables including documents to be delivered as final output(s) should be included here. The Work Schedule Form (Form TECH-3) may be used for that purpose.}

C - Consultant's Organization and Staffing

{Please describe the structure and composition of your team for this project, including a list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff, and staffing for training, if the Terms of Reference specify training as a specific component of the assignment. Experts' inputs should be specified and should be consistent with the proposed methodology and the TORs requirements. Form TECH-4 may be used for that purpose. CVs of all experts shall be provided (Form TECH-5 may be used for that purpose)}

FORM TECH-3 (INDICATIVE FORMAT)



WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

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

FORM TECH-4 (INDICATIVE FORMAT)
TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-3)										Total time-input (in Months) ²			
		Position		D-1		D-2		D-3	D-...			Home ³	Field ³	Total
KEY EXPERTS¹															
K-1	{e.g., Mr. Abbbb}	[Project Manager]	[Home]	[2 month]	[1.0]	[1.0]									
			[Field]	[0.5 m]	[2.5]	[0]									
K-2															
K-3															
...															
											Subtotal				
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
...															
											Subtotal				
											Total				

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

FORM TECH-5 (INDICATIVE FORMAT)

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, Project Manager}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

Detailed Tasks Assigned to Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 3 in which the Expert will be involved}	

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

Certification:

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

{ day/month/year }

Name of Expert

Signature

Date

{ day/month/year }

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

Signature

Date

Section 4. Financial Proposal - Standard Forms

FORM FIN – 1 (format not to be altered)

FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: Eastern and Southern African Trade and Development Bank
197 Lenana Place,
Lenana Road
P.O Box 48596 – 00100, GPO
Nairobi
KENYA

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Supply and Implementation of a Matter Management System in accordance with your Request for Proposal dated 14th November 2019 and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, *[Insert “including” or “excluding”]* of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

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

LUMP SUM CONTRACT

Item	Cost
	{ Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet ; delete columns which are not
	{ USD }
Lump Sum Cost of the Financial Proposal	
Software Cost	
Licenses	
<i>Sub-Total</i>	
<i>Implementation Costs</i>	
Activity 1 (deliverable 1)	
Activity 2 (deliverable 2)	
Sub Total	
<u>Total Cost of the Financial Proposal</u> { Should match with the amount in Form FIN-1 }	
Recurrent Costs	
Support & Maintenance	
Total	

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

FORM FIN-3 BREAKDOWN OF REMUNERATION (INDICATIVE FORMAT FOR LUMP-SUM CONTRACT)

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

A. Remuneration _____						
No.	Name	Position (as in TECH-4)	Person-month Remuneration Rate (excluding taxes)	Time Input in Person/Month (from TECH-4)	{Foreign Currency- as in FIN-2}	{Local Currency- as in FIN-2}
	Key Experts					
K-1			[Home]			
			[Field]			
K-2						
	Non-Key Experts					
N-1			[Home]			
N-2			[Field]			
	Total Costs (excl. tax)					

FORM FIN-4 BREAKDOWN OF OTHER EXPENSES (INDICATIVE FORMAT FOR LUMP-SUM CONTRACT)

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

B. Other Expenses						
N^o	Type of Other Expenses (specify LS or reimbursable for each item)	Unit	Unit Cost (tax excl.)	Quantity	{Foreign Currency- as in FIN-2}	{Local Currency- as in FIN-2}
—	{e.g., Per diem allowances*}	{Day}		_____		
—	{e.g., International flights}	{Ticket}		_____		
—	{e.g., In/out airport transportation}	{Trip}				
	{e.g., Communication costs between Insert place and Insert place}				_____	
	{ e.g., reproduction of					
	{e.g., Office rent}					
					
	{Training of the Client’s personnel – if required in TOR}				_____	
Total Costs (excl. tax)						

*“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

Section 5. Terms of Reference

Priority Key:

H = High

M = Medium

L = Low

F = Future High

FS = Fully Supported

PS = Partially Supported

RM = Requires Modification

NS = Not Supported

1.1 Technical Requirements

Ref	Requirement	Priority	FS	PS	RM	NS	COMMENTS
1.1.1	Matter Request/Initiate						
1.1.1.1	Matter Request Form available for business users (outside of Legal department) to request matters (capturing basic matter information)	H					
1.1.1.2	Matter Request Form must automatically capture users details (name, email, phone, business area etc)	H					
1.1.1.3	Key fields on Matter Request Form include: Business unit; Country; Matter Name; Matter Type/Type of Financing; Currency; Amount/Value	H					
1.1.1.4	Ability on Matter Request Form to force mandatory entry of different fields/store different fields based on Type of Matter	H					
1.1.1.5	Matter Request Form must allow upload of multiple documents (e.g. background information)	H					
1.1.1.6	Administrator ability to easily configure the Request Form and set compulsory/mandatory fields	H					
1.1.1.7	Business users receive Email notification to confirm their Matter Request has been received	H					
1.1.1.8	Business users receive Email notification of who their Matter Request has been assigned to	M					
1.1.1.9	Business users to receive a notification when their Matter changes Matter and/or Deal Status (in order to have some visibility on the progress of their request and know who is dealing with the matter)	M					
1.1.1.10	Workflow to route Matter Requests to a group of legal department users (allocation group)	H					
1.1.1.11	Legal user "allocation" group to receive email notification of new request	M					
1.1.1.12	Legal user "allocation" group to view new Matter Requests on their home page	H					
1.1.1.13	Ability to change legal users in the	H					

Section 5. Terms of Reference

	"allocation" group who receive notification of new Matter Requests						
1.1.1.14	Legal management need to be able to use the system to allocate matters to other members of the team (selecting the primary legal officer) or reject back to business user requesting the matter	H					
1.1.1.15	Ability for users to assign/re-assign primary legal officers (and others including "backup" legal officers) to matters so they appear on reports and have access to the matter - important partly for when people have planned leave	H					
1.1.1.16	Functionality to search users in the system which is linked to the bank's internal directory to pull in basic contact information when adding individuals/stakeholders to a matter	H					
1.1.1.17	System to automatically add others users/groups, e.g. Paralegals or Collateral Management group (based on Matter Type) to have security permission to matters when they are allocated to the primary legal officer	H					
1.1.1.18	When people are assigned to matters they should receive email notification (with a link to the matter)	H					
1.1.2	Create Matter						
1.1.2.1	Matter creation must be very simple and quick to use	H					
1.1.2.2	Capability to easily configure 'dashboards' to be displayed to users upon log on, e.g., matters, upcoming events, pending invoices, matters that have an update to be reviewed, charts of spend etc.	H					
1.1.2.3	Must be possible to create matters on behalf of another user (or set them as matter owner/principle legal officer), e.g. where PA sets up a matter	M					
1.1.2.4	Some matters will be internal work/projects with no external law firm (including those created to generate Workspaces in iManage - e.g. committee meetings; task forces, admin work or ad hoc advice to business areas)	H					
1.1.2.5	Matter information needs to include: - Country (from drop down list) Note some matters related to numerous Countries so needs to be multiple select but option to set the Primary Country	H					
1.1.2.6	Matter information needs to include: • CreditQuest Reference	H					
1.1.2.7	Matter information needs to include: • EDRMS Reference (the enterprise document management system used by the Bank)	H					
1.1.2.8	Matter information needs to include: • Syndicated deal (Y/N)	H					
1.1.2.9	Matter information needs to include: • Fee arrangement type: e.g. Capped, Fixed Fee, Hourly Rates, N/A etc (could be	H					

	different for individual law firms on one matter)						
1.1.2.10	Matter information needs to include: • Business Area of Person Requesting the Matter (automatically derived from individuals name/details)	H					
1.1.2.11	Matter information needs to include: • Legal Entity (dropdown list) - Only a small number of entities are used by the bank	H					
1.1.2.12	Matter information needs to include: • Internal business unit (dropdown list)	H					
1.1.2.13	Matter information needs to include: • Significant Risk (Y/N)	L					
1.1.2.14	Matter information needs to include: • Ability to store multiple business contacts/stakeholders (with lookups to records stored in the system rather than entering free text)"	H					
1.1.2.15	Matter information needs to include: • Client Name (so this can be used for future searches)"	H					
1.1.2.16	Client Name should be a lookup from another TDB system (Loan Origination System)	M					
1.1.2.17	Ability to classify matter by the type of matter (matter-type/sub-type) e.g. Trade Finance; Project Finance; Litigation; Supplier Contract Trade Finance matters can have sub-categories, such as: • Invoice Discounting • Guarantee • Forfaiting • Commodities Financing.	H					
1.1.2.18	Auto creation of unique matter number (format to be agreed)	H					
1.1.2.19	Capability to easily copy details of an existing matter to establish a new matter	L					
1.1.2.20	Standard home page across the system but with the option for users to add/remove areas/widgets	M					
1.1.2.21	Home page to include: • My Matter List (including Matter Number/Name; Matter Status; Deal Status; amount to budget; date opened • Actions (e.g. new matters allocated) • Forthcoming dates • Reminders, including any Checklist items about to be due/overdue and any outstanding conditions to be fulfilled	H					
1.1.2.22	When people are assigned to matters they must be able to access (and update) the matter	H					
1.1.2.23	People assigned to matters should be able to remove other users, or reduce their access rights (e.g. from Edit to Read only)	H					
1.1.2.24	Functionality to relate/link matters to others (at the same level, or parent/child)	H					
1.1.2.25	Ability to store key dates against matters	H					

Section 5. Terms of Reference

	(including dates waivers are becoming overdue)						
1.1.2.26	Based on Matter Type, a set of standard documents/templates should be added to the matter - these would need to be accessed by other areas of the Bank so should be stored in the document management system so are out of scope	L					
1.1.2.27	Ability to mark matters as Favorites, so they stay on the home page list	M					
1.1.3	Engage External Counsel						
1.1.3.1	System should hold details of the Approved/Preferred law firms - linked to other TDB system(s)	H					
1.1.3.2	System should hold/maintain details of which Panel the Approved/Preferred law firms are on (e.g. those that can be used for Litigation or for a specific Region/Jurisdiction)	M					
1.1.3.3	Ability to select law firms and ask them to quote for the matter	H					
1.1.3.4	Ability for System to send matter information to firms (by email) asking them to quote (system to generate draft text as this might need to be changed by user)	M					
1.1.3.5	Ability for users to enter quotes received from firms	H					
1.1.3.6	Ability for firms to directly enter quotes against matters	L					
1.1.3.7	Ability for quotes to be for different stages of a matter	H					
1.1.3.8	Functionality to provide law firms with additional details on matter assumptions/documents to ensure firms provide relevant quote on matter (and store against matter for future reference)	H					
1.1.3.9	Ability for users to select the preferred firm based on quotes received, and allow for details of the rationale on selecting the firm	M					
1.1.3.10	Ideally system would allow users to suggest which firm to select, but allow for workflow for this to be authorised by a more senior legal officer.	M					
1.1.3.11	When selecting firms, need option to add comments (e.g. instructed firm in London but they are sub-contracting to local firm in Uganda) - this information will be beneficial for future transactions	M					
1.1.3.12	Ability to select (from drop down list) the rationale for going "off-panel" and enter details (from lookup list) of the individual who provided dispensation	L					
1.1.3.13	Ability to select (from drop down list) the reason for each firms quote not being selected (allows for reporting/MI)	H					
1.1.3.14	System to generate draft emails to firms advising them their quote was unsuccessful	L					
1.1.3.15	Must be able to add multiple firms/offices to a matter	H					

1.1.3.16	System must hold agreed hourly rates (based on type of work, location and fee earner level) for Approved/Preferred law firms	H					
1.1.3.17	When adding a law firm to a matter, option to generate a standard (draft) Engagement letter via mail merge based on a template - this must include the unique matter reference number	M					
1.1.3.18	Ability to add life of matter budgets to matters (at a law firm level for automatic consolidation at matter level)	H					
1.1.3.19	Capability to track task level budgets by UTBMS codes or other sub-categories	L					
1.1.3.20	Budgeting options to breakdown the overall budget to phases (particularly for Litigation)	M					
1.1.3.21	Ability to optionally record budget based on TDB Financial Year (Jan-Dec)	L					
1.1.3.22	Ability to select currency for the budget (not all budgets for matters are in USD)	H					
1.1.3.23	System to convert budget to USD for reporting (based on exchange rates (FX) held in the system)	H					
1.1.4	Run/Administer Matter						
1.1.4.1	Users to be able to record/update Matter Status, e.g.: <ul style="list-style-type: none"> • Matter Request • Pending • Open • Awaiting invoicing • Closed – Pending Conditions Subsequent • Closed – Won Case but subject to Appeal • Closed – Won award but still need to enforce • Closed 	H					
1.1.4.2	Users to be able to record/update Deal Status/Stage, e.g.: <ul style="list-style-type: none"> • Deal Sourcing • NDF (New Deal Forum) • OTC Review (Operational Technical Committee) • CCC (Corporate Credit Committee) • Board • CoE (Certificate of Effectiveness) • PAF • Disbursement 	H					
1.1.4.3	It should be possible to record dates against each of the Deal Status stages (partly to report on time at each stage)	H					
1.1.4.4	System must show visible indication/dashboard of a what Deal Status stage each matter is at (and date/time matters progress through their lifecycle) - this will enable to legal team to show turnaround time.	H					
1.1.4.5	Company Secretary team have stages for a Treasury Matter: <ul style="list-style-type: none"> • Mandate • Term Sheet • Facility Negotiation 	H					

	<ul style="list-style-type: none"> • Execution • CP (Conditions Precedent) • Drawdown 						
1.1.4.6	Ability to store "Background to the case/matter" - could be large block of text - which could be used for reports/Memos etc.	H					
1.1.4.7	Functionality to set reminders/alerts on matters based on certain criteria, for e.g. a) reminder of upcoming dates b) budgeted amount for a matter exceeds x% generates alert to review the matter	H					
1.1.4.8	Ability to hold links (URLs) to documents in the document management system	M					
1.1.4.9	Ability for users to add current status updates/narratives to Matters and for the system to automatically record data/time/user (this would be similar to information entered in "Current Status" and "Pending" in manually produced Handover Notes used today)	H					
1.1.4.10	Ability to record information on Legal Deposits, e.g. for each one: <ul style="list-style-type: none"> • Currency • Amount (can be negative for refunds) • Date Requested • Client • Comments (free text) • TDB Invoice Number • Date Deposit Received • Legal Deposit Status: Invoice Pending/Invoice Issued/Invoice Paid There can be multiple Legal Deposits for each matter	H					
1.1.4.11	Ideally the system should be able to record other fees the business areas ask clients to pay (e.g. drawdown; arrangement; management fees etc) but currently out of scope as are raised by business areas not legal	L					
1.1.4.12	Collateral Information: The solution should have facilities for extracting, displaying and exporting the following details, but not limited to, from the source systems (or enterprise data warehouse as and when functional) via user defined reports or system triggered alerts Collateral and Guarantor details <ul style="list-style-type: none"> • Nature/description of collateral securities • Data points to enable classification of collateral in to IRB eligible collateral as per: <ul style="list-style-type: none"> • considerations along with classification outcome • Collateral(s) and the list of related facilities • Legal relationship between collateral provider and borrower • Personal 	H					
1.1.4.13	Collateral Valuation <ul style="list-style-type: none"> • Valuation details including date of 	H					

	<p>valuation, name of valuer (dropdown of approved valuers), next valuation due date, frequency of valuation based on type of collateral and margin details:</p> <ul style="list-style-type: none"> • Data points to assess eligibility of the same as means of credit protection along with existing status of eligibility for capital relief under PTA policies. • Details of the guarantee taken as part of the loan including comprehensive details of the guarantor(s). • Value of the guarantee/CDS including the % of facility covered and exclusions in guarantee/CDS agreement. <p>Linkage between the guarantees and its facilities.</p>						
1.1.4.14	<p>Collateral documentation and storage:</p> <ul style="list-style-type: none"> • Details of documents to be collected as per the legal opinion, name of the empanelled lawyer providing opinion, etc. along with details of those already collected- list of documents to be given by Legal Dept. • Details of the legal documents actually collected for each product type. • Storage/dispatch details of the documents of title to securities. • Work flow Status for monitoring of the movement of the security documents from Risk Management Department 	H					
1.1.4.15	<p>Legal aspects of collateral:</p> <ul style="list-style-type: none"> • Details of legal documentation collected pertaining to the facility including deviations if any • Information from external sources like Ministry of Corporate Affairs, central registry of properties. 	H					
1.1.4.16	<p>Insurance details</p> <ul style="list-style-type: none"> • Details of the security- insurance company, validity of the policy, exclusions from the policy, insured amount etc. • Providing alerts when insurance pertaining to a collateral falls due for expiry • Expiry reports on collateral (Due for expiry/expired)- bank/region/satellite offices /account wise • Capture of Collateral Management agreements for TF facilities. 	H					
1.1.4.17	<p>Administration of Collaterals</p> <ul style="list-style-type: none"> • Assign of single collateral to one or more facilities • Assign a facility to one or more collaterals • Assign a collateral to a customer or customer group • Assign issuer (and its rating) of collateral if applicable • Assign value and date of valuation to collateral • Assign next valuation date to collateral • Option to assign differentiated collateral-specific discount factors to collateral values 	H					

Section 5. Terms of Reference

	<ul style="list-style-type: none"> • Assign minimum / maximum value to collateral • Track collaterals with overdue valuation date • Alert function if collateral value decreases below a set limit • Display uncollateralized position as absolute and relative value of total individual loan amount • Display uncollateralized position as absolute and relative value of overall loan portfolio • Possibility to individually define triggers that notify authorized personnel when collaterals approach expiry dates 						
1.1.4.18	Ability for the system to produce a draft email/document to the Finance team via mail merge/and standard template text asking them to produce the invoice related to the Legal Deposit.	L					
1.1.4.19	System to produce a draft of the COE/Certificate of Effectiveness via mail merge (template would need to be standardised)	L					
1.1.4.20	Litigation Matter information needs to include: <ul style="list-style-type: none"> • Materiality 	H					
1.1.4.21	Litigation Matter information needs to include: <ul style="list-style-type: none"> • Claim For/Against the bank 	H					
1.1.4.22	Litigation Matter information needs to include: <ul style="list-style-type: none"> • Likelihood of success (pick percentage from drop down or enter figure) – also need to be able to have free text as to why that percentage was selected 	H					
1.1.4.23	Litigation Matter information needs to include: <ul style="list-style-type: none"> • Value of Claim (shouldn't allow negative values) 	H					
1.1.4.24	Litigation Matter information needs to include: <ul style="list-style-type: none"> • Currency of Claim 	H					
1.1.4.25	Litigation Matter information needs to include: <ul style="list-style-type: none"> • Claim amount converted to USD/base currency (for reporting) – conversion rates to be fed to MM system 	H					
1.1.4.26	Litigation Matter information needs to include: <ul style="list-style-type: none"> • Summary of claim 	H					
1.1.4.27	Litigation Matter information needs to include: <ul style="list-style-type: none"> • Dates related to the claim - there are specific dates appropriate to claims – next steps date; date for next court hearing etc • Also want to be reminded/have alerts in advance of some of these dates 	H					
1.1.4.28	Litigation Matter information needs to						

	include: • Countries associated with the dispute – must be able to multi select	H					
1.1.4.29	Litigation Matter information needs to include: • Country of Arbitration	H					
1.1.4.30	Litigation Matter information needs to include: • Parties to the case (not necessarily the borrower) – could be multiple parties	H					
1.1.4.31	Litigation Matter information needs to include: • Free text box(es) to explain the relationship of the parties to the borrower	H					
1.1.4.32	Litigation Matter information needs to include: • Recovery Process – drop down list but could be different for each country.	H					
1.1.4.33	Litigation Matter information needs to include: • There are set categories for Non Performing Loans (“NPLs”) e.g. PTA05 (write off and try to recover) – Risk have the list.	H					
1.1.4.34	Litigation Matter information needs to include: • IFRS9 Classification	H					
1.1.4.35	Litigation Matter information needs to include: • Provision amount (or percentage??) – manual entry but appears on some reports	H					
1.1.4.36	Litigation Matter information needs to include: • Related Parties (probably free text) – might want to search on this field in the future, e.g. related party could be a shareholder and the same person could appear on different matters over time – search and ability to be aware of this would be useful	H					
1.1.4.37	Litigation Matter information needs to include: • Final amount recovered in USD (completed as matter is closed)	H					
1.1.4.38	Ability to generate the Deal Checklists: 1) Internal: Pre disbursement Checklist (for drawdown) 2) External: Transaction Checklist (which is more complex) and is shared with the business (and their lawyers) Likely to be generated from "tasks" or "activities" stored in the system, each of which has a description; due date; status; owner; compliance status; comments and link to the documentary evidence (Word or PDF file)	H					
1.1.4.39	Ability for the legal team to enter details of internal expenses incurred on matters, e.g. costs for travel, adding charges on assets/property etc for use where there are	L					

Section 5. Terms of Reference

	costs the bank are able to recover from a client.						
1.1.4.40	Ability to complete a simple evaluation form on law firm performance (multiple evaluations should be possible at any time on any firm for a matter; evaluation form needs to include the period covered e.g. from/to date)	H					
1.1.4.41	Law Firm evaluation forms are sometimes completed by the Paralegals before a legal officer approves - system should have the ability to route these to other users and record who completed/signed off the evaluation	M					
1.1.4.42	Ability to give matter access to a small number of stakeholders outside of the legal team (e.g. PMO/Portfolio Management Team)	L					
1.1.4.43	Ability for dates/reminders to be synchronised with Microsoft Outlook calendars	L					
1.1.4.44	Ability for the team/legal officers to store (and report on) expenses against matters, e.g. <ul style="list-style-type: none"> • Trip Date • Reason • USD amount 	L					
1.1.4.45	Ability to produce standard memos (merging in matter information), e.g. please sign attached document. Low priority/Probably out of scope due to eSignature project	L					
1.1.4.46	Ability to produce emails (on demand) to firms (merging in matter information) asking them to provide the Accrual/WIP Amount for each Matter (i.e. cost of work done but not yet invoiced). (Note: Assumed that Legal or Finance would then need to consolidate the information as they do today).	L					
1.1.4.47	Ability to track accruals on a matters. Accruals are hours spent by law firm but not charged to client yet.	H					
1.1.4.48	Ability to track "Conditions Subsequent" (details, date, owner etc)	H					
1.1.4.49	Ability for firms to input WIP (work done but not invoiced) on an ad-hoc basis (e.g. end of quarter or year)	L					
1.1.4.50	Ability for users to input WIP (work done but not invoiced) on an ad-hoc basis (e.g. end of quarter or year)	M					
1.1.5	Invoice Processing						
1.1.5.1	Ability to manually add invoice information, including: <ul style="list-style-type: none"> - Invoice number - Invoice currency - Invoice amount - Invoice vendor (picked from list) - Invoice date - Drop down to select where the budget is held - e.g.: 	H					

	<ul style="list-style-type: none"> • Legal Budget • PMD Budget • Company Secretary Budget • Legal Deposit Budget • Charge to Client • Charge to Internal Business Unit 						
1.1.5.2	Field to allow manual entry of date payment is (to be) made to the law firm (following notification/copy of TT by Finance)	M					
1.1.5.3	System to calculate and display actuals v budget (by firm on a matter and for all firms for a matter)	H					
1.1.5.4	Ability to upload PDF/images of invoices and attach them to matters	H					
1.1.5.5	'Ability to set up workflows (based on invoice amount and matter type) to route invoices to other users for review and approval	H					
1.1.5.6	Ability to automatically delegate workflow approval to another user if the original approver is out of the office	H					
1.1.5.7	Functionality for the user to add someone to the invoice approval route "on-the-fly" or during invoice review process - e.g. some invoices are sent to PMD (Portfolio Management) to confirm before continuing on the usual workflow within the legal team	H					
1.1.5.8	Ability for system to generate an initial version of the "PAF" (payment application form) from a standard template, merging information from within the system (invoice must include Matter Reference Number)	L					
1.1.5.9	Capability to track the history of approvers/approvals on each invoice	H					
1.1.5.10	Provide full legal eBilling functionality with a secure online portal for firms to submit invoices using the LEDES format	F					
1.1.5.11	The default invoice currency requirement on the system needs to be USD	F					
1.1.5.12	System must hold agreed hourly rates (based on type of work, location and fee earner level) for Approved/Preferred law firms	F					
1.1.5.13	Validate that Invoices from law firms need to have line-item level details even on fixed fee matters	H					
1.1.5.14	Capability to approve individual time keepers automatically based on firm being on the Bank's Panel (with pre-agreed rates)	H					
1.1.5.15	Capability to report on timekeeper rates against various levels (Partner, Paralegal, Associate etc) and qualification/PQE level for Associates	H					
1.1.5.16	Ability to accept or reject individual line items on invoices and send rejection comments back to firms	F					
1.1.5.17	Capability to store invoice approval limits for legal users	F					
1.1.5.18	Capability to track original and re-submitted						

Section 5. Terms of Reference

	invoice details to track history/savings on matter/invoice	F					
1.1.5.19	Functionality for system to accommodate for credit notes and reversals	F					
1.1.5.20	System to maintain historical billing rates for law firms that tie to the historical rate of the invoice	F					
1.1.5.21	Print view of the invoice is required, so that it 'looks like an invoice' with invoiced amounts, e.g. for business review	F					
1.1.5.22	Invoices need to be VAT compliant in accordance with local tax laws	F					
1.1.5.22	Ability to adjust invoice based on rules in jurisdiction, or prevent adjustments	F					
1.1.5.23	Capability to track if the invoice has been processed and paid by Accounts Payable (AP), inclusive of payment date	F					
1.1.5.24	Must be able to convert invoice currency to other currencies for display and reporting	F					
1.1.5.25	Capability for small law firms to have access to a portal to input LEDES invoices details	F					
1.1.5.26	Capability for small law firms/barristers to manually enter line-item level detailed breakdown, including phase/task, as well as by individual timekeeper	F					
1.1.6	Closing						
1.1.6.1	At matter close the system needs to prompt the internal lawyers to complete law firm evaluation form	M					
1.1.7	Reporting						
1.1.7.1	Ability to use wildcards to search against fields	H					
1.1.7.2	Ability to save reports	H					
1.1.7.3	Ability to schedule reports to run on a pre-determined basis for delivery to named stakeholders	H					
1.1.7.4	Capability for the system to maintain audit records of all changes which can then be queried and reported on	H					
1.1.7.5	Capability for reports to be exported to Word / Excel / pdf	H					
1.1.7.6	Capability to export report data for tables / charts / pivots	H					
1.1.7.7	Ability to create reports based on any data in the system	H					
1.1.7.8	The solution should have the flexibility of viewing the reports at an aggregated level or at granular level.	H					
1.1.7.9	Report of all projects/matters the team are working on showing status and those that are behind schedule (probably by highlighting Deal Stage working days)	H					
1.1.7.10	Report showing number of days at each of the Deal Status Stages	H					
1.1.7.11	Graphical report showing Turnaround time (number of working days at each of the Deal Status stages)	H					
1.1.7.12	Report showing "team member" workload,						

	i.e. which matters members of the legal department are leading/working on	H					
1.1.7.13	View and report on the status of quotes for a matter	H					
1.1.7.14	Search/Report to see quotes provided for previous matters (with reason firms was instructed/quote accepted and ACTUAL invoiced amount	H					
1.1.7.15	Report of Litigation matters showing litigation specific fields, current position and next steps	H					
1.1.7.16	Ability to report on the type of fee arrangement agreed with law firm (for e.g. fixed fee, capped fee, etc.) and show percentage of matters for each fee arrangement	M					
1.1.7.17	Search and report on off-panel firms (partly to review whether they should be added to the Approved firm list in the future)	H					
1.1.7.18	Report showing costs on a matter: • Invoice amounts paid (Firm Name; USD amount etc) • Legal Deposit amounts requested/received in USD • Balance (+ or -)	L					
1.1.7.19	Ability to generate a report showing list of Invoices Received and charged to the different budgets during a period (with totals).	M					
1.1.7.20	Legal Deposits report listing all open matters and showing details of the legal deposit status/totals	M					
1.1.7.21	Report showing the status of Legal Deposits that have been requested detailing the matter name/number, client and Legal Deposit status, which might be: • Invoice Pending • Invoice Issued • Invoice Paid	M					
1.1.7.22	Ability to share the status of checklist items (via a report) to stakeholders outside the legal team (e.g. Compliance) - ideally with colour coding to visually indicate checklist items overdue etc	H					
1.1.7.23	System to generate a draft of the Signing Memo, merging fields from the matter management system where possible	L					
1.1.7.24	Capability to report against completed evaluations across all law firms - ideally producing graphical representations of the scores for a period across all matters for the firm	H					
1.1.7.25	Capability to report against completed evaluations across all law firms - ideally producing graphical representations of the scores for a period across all matters for the firm	H					
1.1.7.26	Ability to monitor savings through use of eBilling system where invoices have been	F					

Section 5. Terms of Reference

	rejected and resubmitted					
1.1.7.27	Reports on savings made by adjustments to invoices (e.g. for the US firms)	F				
1.1.7.28	Reports on savings from re-submitted invoices (where invoices were rejected as a result of warnings)	F				
1.1.8	Integration					
1.1.8.1	Single Sign On (SSO) is required so legal (and business users) do not need to enter a separate user id and password	H				
1.1.8.2	Ability for the system to integrate with the email system used by the bank in order to send emails/workflow requests	H				
1.1.8.3	Core matter details are to be sent to the iManage document management system and there must be a link between the two systems	H				
1.1.8.4	Integration with the Active Directory ("AD") or HR system used by the Bank to pull information in on people within the organisation, e.g. to allow users of the system to select employees without having to add their details manually, such a full name, phone number, email etc.	H				
1.1.8.5	Business Unit structure - fed from the SAP HR system used by the Bank	H				
1.1.8.6	Foreign Exchange (FX) rate feed is required to capture currency exchange rates and in other areas of the system (e.g. amount of litigation claim) - the bank already have a daily exchange rate feed to other systems	H				
1.1.8.7	Details of the Approved Law Firms and their Legal Panel need to be stored in the system to allow users to select them - this vendor information (but not the Panel Structure) is held in the SAP/Vendor Master List	H				
1.1.8.8	The system should be able to integrate with the Finance system in the future when the legal team start using eBilling	H				
1.1.8.9	A feed from the SAP "Finance and Controlling module" will be required in order to update matters with the payment dates	M				
1.1.8.10	Client/Customer information - to allow users to select clients rather than enter the information as free text, there should be an integration to The Bank's Loan Origination System	H				
1.1.9	General					
1.1.9.1	System will just be used for live matters (not those that have been closed for say more than 12 months). Volumes will be low (in the 100's so no automated migration required)	H				
1.1.9.2	Functionality to record all matters and projects in the system (inclusive of projects with no external spend)	H				
1.1.9.3	Ability to generate reports relating to the number of loans at different stages of the workflow	H				
1.1.9.4	System to support around 25 users on initial	H				

	release						
1.1.9.5	Capability to easily configure compulsory/mandatory fields across all matters on the system	H					
1.1.9.6	Capability to configure and sort the fields that are displayed (columns) on the search result screen	M					
1.1.9.7	System to be available via tablets/phones as well as PCs	H					
1.1.9.8	System to display the time/date in a regional format based on user preference	H					
1.1.9.9	The matter management system must be hosted in a secure environment (outside of the US) rather than being on-premise within the Bank	H					
1.1.9.10	System can send notification messages to users and system administrators; notification messages are customizable. Notification / Messaging is through:	H					
1.1.9.11	Icon change (global / local)	H					
1.1.9.12	Pop up window	H					
1.1.9.13	Others (Please specify)	H					
	Please comment.						
1.1.9.14	Matter Management system must be possible of supporting legal eBilling and use of LEDES files in 2021	H					
1.1.9.15	The matter management and eBilling solution must be a mature product with financial services reference clients available.	H					
1.1.9.16	Ability to store a limited number of documents (e.g. those to be shared with business colleagues) in the matter management system	L					
1.1.9.17	No current requirement for internal time recording/time tracking	F					
1.2.1	System Performance and Redundancy						
1.2.1.1	Specify the typical system response time per transaction occurrence Please specify and comment	H					
1.2.1.2	State expected response / processing time and performance of the following: <ul style="list-style-type: none"> Daily transaction volume = highest tested limit No of concurrent users = highest tested limit No of accounts = highest tested limit Others (Please specify) 	H					
1.2.1.3	Comment on how your system addresses system failure	H					
1.2.1.4	Does the solution monitor and notify on the status of critical services for the application	H					
1.2.1.5	Notifications and Alerts can be sent to global / local / selected users	H					
1.2.1.6	The following file formats can be imported into system <ul style="list-style-type: none"> MS Excel 	H					

	<ul style="list-style-type: none"> • E-mail • PDF /text / ASCII file • Comma / TAB delimited file • XML • Others (Please specify) 						
1.2.2	Database						
1.2.2.1	Specify the databases supported for the central server database, including versions	H					
1.2.2.2	State the preferred database and confirm ODBC compliance	H					
1.2.2.3	Comment on the relationship between you and the: <ul style="list-style-type: none"> • Database vendors, • OS vendors. 	H					
1.2.2.4	Are there any disk IOPS requirements?	H					
1.2.2.5	Real-time database update and replication Identify the parts of the system that do not update immediately.	H					
1.2.2.6	Database size restrictions Ability to accommodate increase in database size requirements. Please comment.	H					
1.2.2.7	Comment on any database size restrictions	H					
1.2.2.8	System has data dictionary facilities Please comment	H					
1.2.2.9	Confirm the availability of the following in the data dictionary <ul style="list-style-type: none"> • Object definition • Table definition • Field definition • Others (Please specify) 	H					
1.2.2.10	System has data corruption / integrity checks	H					
1.2.2.11	Describe the process for periodical checking of the database for data corruption.	H					
1.2.3	Contingency and Disaster Recovery						
1.2.3.1	Ability to backup and restore application data. Please comment.	H					
1.2.3.2	Application parameters and settings can be backed up and restored Please comment.	H					
1.2.3.3	System has database replication capability	H					
1.2.3.4	System can initiate automatic replication	H					
1.2.3.5	Comment on the impact of factors such as: <ul style="list-style-type: none"> • Communication link bandwidth • Communication link type • Others (Please specify) 	H					
1.2.3.6	Give detailed description of the database replication feature	H					
1.2.3.7	System has redundancy and business continuity facilities	H					
1.2.3.8	Explain the redundancy and business continuity features that the system supports, include comments on disk management, swappable disks, raid, etc	H					
1.2.3.9	Ability to initiate and perform full, incremental, differential backup during	H					

	normal system activity						
1.2.3.10	System has an archival facility for historical data.	H					
1.2.3.11	Archiving can be performed at specified time intervals	H					
1.2.3.12	Give detailed description of the archival feature	H					
1.2.3.13	Ability to mine archived data for required information	H					
1.2.3.14	Give detailed description of archival features of the system, include architectural diagram	H					
1.2.3.15	Ability to roll back to a specified system state and accurately reapply journals files and historical transactions	H					
1.2.3.16	Describe the rollback and recoverability feature	H					
1.2.3.17	Ability to mirror database to a remote location System has mirroring capabilities.	H					
1.2.3.18	Give detailed description of the system mirroring feature include additional requirements	H					
1.2.3.19	System can switch operations from the central production system to standby machine / server replica in the event of hardware failure or other disasters	H					
1.2.3.20	Please explain the switch over procedure	H					
1.2.3.21	Reconfiguring of client workstations is not required for switch over operations. Ability to switch to a standby production machine without reconfiguration of client workstations	H					
1.2.3.22	This switch from production to standby machine / server replica is automatic and transparent to users Ability to switch to a standby production machine without disrupting user requests processing	H					
1.2.4	Customizations and Upgrades						
1.2.4.1	Upgrades and enhancements are developed and made available to members	H					
1.2.4.2	What is the typical lead-time between notification of a new release and the implementation deadline?	H					
1.2.4.3	How are upgrades / enhancements distributed to members? Please comment.	H					
1.2.4.4	Ability of authorized users to add custom / user-defined fields to the database	H					
1.2.4.5	Specify the frequency of Server upgrade release	H					
1.2.4.6	Comment on how upgrades impact system	H					
1.2.4.7	Specify the frequency of client upgrade release	H					
1.2.4.8	Comment on how upgrades impact system	H					
1.2.4.9	Upgrades are automatically pushed to clients from the central server	H					

	Ability to initiate / push upgrades to client from a central server without local intervention from client workstation					
1.2.4.10	Source code is available or held in escrow. Please comment	H				
1.2.4.11	Source code quality and ongoing viability has been verified / certified by 3rd party. Please comment	H				
1.2.5	System access rights and audit trail					
1.2.5.1	<ul style="list-style-type: none"> • Free definition of authorization levels required for approval of matter process-related workflow. • Set up of standard user types so that new users can be added easily • Access right definition and administration according to defined user roles and/or authorization levels (e.g. a certain role/responsibility/ authorization level automatically allows for pre-defined access rights) • Comprehensive audit trailing (tracking of activities and their originators, changes in documents) that fulfils corresponding regulatory requirements 	H				
1.2.6	Workflow Step					
1.2.6.1	The system should have the capability to have a Flexible workflow definition	H				
1.2.6.2	The system should be able to define activity types, registers, tasks and result documents to be performed/generated at various stages	H				
1.2.6.3	Possibility to establish timelines and schedules along the workflow (e.g. automate client contract)	H				
1.2.6.4	Flexible definition of roles/responsibilities (according to hierarchy levels in the Bank)	H				
1.2.6.5	Assignment of workflow stages and tasks to the defined roles/responsibilities ("process owners")	H				
1.2.6.6	Definition of authorization controls (rules) and assignment to different process stages and process owners ("check lists")	H				
1.2.6.7	Possibility for process owner/authorized person to indicate if task has been cleared (approval, cleared, settled)	H				
1.2.6.8	Possibility to display status of a matter including cleared pre-approval	H				
1.2.6.9	Definition of feedback loops with interrelated processes and authorization needs	H				
1.2.6.10	Possibility to attach editable files / result documents along the workflow that can be enhanced step by step or amended by other documents along the workflow	H				
1.2.6.11	Automatic transfer of files / result documents to relevant process owner after approval by authorized person	H				
1.2.6.12	Automatic email notification on any workflow process	H				
1.2.6.13	Possibility to set rules prompting process	H				

	owners (to be defined) for processing next steps (e.g. to provide a certain document, to approve)						
1.2.6.14	Possibility to define and maintain different workflows and according activity types, tasks and authorization controls (depending on organization /department or products)	H					
1.2.6.15	Input / capture of client details (client data, country, industry, contact, etc.	H					
1.2.6.16	Flexibility in defining additional client-related fields to be captured (e.g. to indicate environmental impact classification, caution list)	H					
1.2.6.17	In case of existing clients, the system should be able to retrieve the existing facilities in respect of the client.	H					
1.2.7	Electronic Document Management						
1.2.7.1	<ul style="list-style-type: none"> • Possibility to attach editable files / result documents along the workflow • Full integration with Microsoft Office and Microsoft Exchange 2015/2016 • Possibility to define individual write / read rights • Appropriate file management (registers, folder, search functions, sorting functions) • Remote access to download, launch, update and upload of all documents based on security permission level • Possibility to create custom searches (standard types of referenced searches without having them manually key them over time) • Freely definable categorization/classification of documents (appraisals, memorandum, legal contracts etc.) • Support for version management and audit trailing (tracking of versions, changes in documents, initiators/authors, automatic date and time stamping ...) • Linkage between specific clients or contracts to according document folders/registers Administration of distribution lists: definition of recipients of documents (according to defined workflow and/or roles or individually)	H					
1.2.7.2	Ability to submit required documents through multiple channels, such as emails, customer portals, etc.	H					
1.2.7.3	Defined access rights to documents	H					
1.2.7.4	Is there a single document size limit? Specify and explain	H					
1.2.8	Imaging						
1.2.8.1	Integration between scanner and the Matter Management, so that scanned documents are automatically received in the Matter Management system	H					
1.2.8.2	Batch scanning capability possible	H					

1.2.8.3	Automatic Optical Character Recognition (OCR) and full-text indexing of scans	H					
1.2.8.4	Image Capture Software is able to process fast high-volume scans and capable of handling large scans (at least 70 double sided pages of text and tables/graphs in the batch scanning mode)	H					
1.2.9	Search						
1.2.9.1	Free text search using a search engine that indexes the content in the documents	H					
1.2.9.2	Simple search function in web interface	H					
1.2.9.3	Text search in documents of different formats (MS Office, PDF, etc) stored in the EDMS	H					
1.2.9.4	Highlighting of the search word in the different documents in the search result.	H					

Definitions, Acronyms and Abbreviations

This section provides the definitions of terms, acronyms and abbreviations required to properly interpret this RFP.

Term	Definition
AP (Accounts Payable)	The generic term for the Payment system used by the bank.
DM or DMS	Document Management System.
SME	Subject Matter Expert.
CoE	Certificate of Effectiveness.
Checklist	Currently a Word document detailing items that need to be documented in relation to the deal showing their current status, and with an embedded copy of the final documentary evidence for sign-off.
ELM (Enterprise Legal Management)	Third party software products that include matter management, eBilling/spend management, management information and reporting, and other tools (e.g. document management and internal time recording), specifically for in-house legal teams.
LEDES (Legal Electronic Data Exchange Standard)	The file format vendors (law firms use to send electronic invoice data files to the bank.
MMS	Matter Management System.
UTBMS (Uniform Task-Based Management System)	The Legal industry standard codes used by eBilling providers to ensure invoice line items can be compared to, and validated against, law firm guidelines and to enable sophisticated reporting and analytics on legal spend (see http://utbms.com).

PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 6. Conditions of Contract and Contract Forms

CONTRACT FOR CONSULTANT'S SERVICES

Project Name: Supply and Implementation of a Matter Management System

Contract No.

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

Contents

I.	FORM OF CONTRACT	75
II.	GENERAL CONDITIONS OF CONTRACT.....	77
	A. General Provisions	77
	B. Commencement, Completion, Modification and Termination of Contract	79
	C. Obligations of the Consultant.....	82
	D. Consultant's Experts and Sub-Consultants	85
	E. Obligations of the Client.....	87
	F. Payments to the Consultant.....	88
	G. Fairness and Good Faith.....	91
	H. Settlement of Disputes	91
III.	SPECIAL CONDITIONS OF CONTRACT	92
IV.	APPENDICES	98
	Appendix A – Terms of Reference	98
	Appendix B – Consultant's Technical Proposal including Methodology and Key Experts.....	98
	Appendix C – Contract Price(s)	98

I. FORM OF CONTRACT

(Text in brackets [] is for guidance purpose and should be deleted in the final text)

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

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

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client intends to apply allocated funds to eligible payments under this Contract, it being understood that (i) payments will be made only upon approval by the key stakeholders on achievement of the milestones; and (ii) such payments will be subject, in all respects, to the terms and conditions of the agreement between the Client and the Consultant.

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:
 - Appendix A: Terms of Reference
 - Appendix B: Consultant’s Technical Proposal (including methodology and Experts)
 - Appendix C: Contract Price(s)

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

- 2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

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

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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

II. GENERAL CONDITIONS OF CONTRACT

A. GENERAL PROVISIONS

1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) “**Applicable 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.
 - (b) “**Client**” means the implementing entity that signs the Contract for the Services with the Selected Consultant.
 - (c) “**Consultant**” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - (d) “**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).
 - (e) “**Day**” means a calendar day unless indicated otherwise.
 - (f) “**Effective Date**” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
 - (g) “**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.
 - (h) “**Foreign Currency**” means any currency other than the currency of the Client’s country.
 - (i) “**GCC**” means these General Conditions of Contract.
 - (j) “**Government**” means the government of the Client’s country.
 - (k) “**Joint Venture (JV)**” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
 - (l) “**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 Curriculum Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.

- (m) “**Local Currency**” means the currency of the Client’s country.
- (n) “**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.
- (o) “**Party**” means the Client or the Consultant, as the case may be, and “**Parties**” means both of them.
- (p) “**SCC**” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (q) “**Services**” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (r) “**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.

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 the complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

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

4. Language

4.1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5. Headings

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be made in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.

7. Location

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Client may approve.

8. Authority of Member in Charge

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the lead 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, and Social and Environmental Responsibility

10.1. The Client requires compliance with its policy in regard to corrupt and fraudulent practices, social and environmental responsibility as set forth in the **GCC**.

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 Client is required.

17. Force Majeure

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. It includes,

but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

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

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

b. Non Breach of Contract

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

c. Measures to be Taken

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

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

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

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

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

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

18. Suspension

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

19. Termination

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

a. By the Client

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of a Joint Venture, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) 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.

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then the Client is entitled, after giving fourteen (14) days written notice to the Consultant, to terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) 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) days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable law.

d. Cessation of Services

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to the documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, other expenses incurred and, for unit prices (time-based), reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with

generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with 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. The Consultant shall not subcontract the whole of the Services.

b. Law Applicable to Services

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

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

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

21. Conflict of Interests

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

a. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as 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 Client's applicable regulations, 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 Affiliates Not to Engage in

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity

- Certain Activities** affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**.
- c. Prohibition of Conflicting Activities** 21.1.4 The Consultant shall not engage and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose such situations may lead to the termination of its Contract.
- 22. Confidentiality** 22.1 Except with the prior written approval 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.
- 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 Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 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 in such form and detail as will clearly identify relevant time changes and costs.
- 25.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the Client and/or persons appointed by the Client to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client if requested by the Agency. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination.
- 26. Reporting Obligations** 26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

- 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 to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.
- 28. Equipment, Vehicles and Materials**
- 28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.
- 28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

- 29. Description of Key Experts**
- 29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.
- 29.2 In case of unit prices (time-based) and if required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.1.
- 29.3 In case of unit prices (time-based) and if additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by written agreement between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the

Parties shall sign a Contract amendment.

30. Replacement of Key Experts

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

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

31. Approval of Additional Key Experts

31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client a copy of their Curricula Vitae (CVs) for review and approval. If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, the additional Key Experts shall be deemed approved by the Client.

31.2 In case of unit price (time-based) contract, the rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

32. Removal of Experts or Sub-consultants

32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that one of the Consultant's Experts or Sub-consultants have engaged in corrupt or fraudulent practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

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

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

33. Replacement/ Removal of Experts – Impact on Payments

33.1 In case of unit price (time-based) Contract, except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

33.2 In case of lump-sum Contract, the Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

34. Working Hours, Overtime, Leave, etc. (time-based contract only)

34.1 Working hours and holidays for Experts are set forth in **Appendix A**. To account for travel time to/from the Client's country, Experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days specified in Appendix A before their arrival in, or after their departure

from, the Client's country.

34.2 The Experts shall neither be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix A**, and the Consultant's remuneration shall be deemed to cover these items.

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

E. OBLIGATIONS OF THE CLIENT

35. Assistance and Exemptions

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

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

36. Access to Project Site

36.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such

access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

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

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

38. Services, Facilities and Property of the Client

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

38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.

39. Counterpart Personnel

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

39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.

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

40. Payment Obligation

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

F. PAYMENTS TO THE CONSULTANT

41. Ceiling Amount (time-based) or Contract Price

41.1 In case of unit price (time-based) Contract, an estimate of the cost of the Services is set forth in **Appendix C** (Contract Price(s)). Payments under this Contract shall not exceed the ceilings in foreign currency and in local

(lump-sum)

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

41.2 In case of a lump-sum Contract, the Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**. Any change to the Contract price 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 A**.

42. Remuneration and Reimbursable Expenses (unit price – time-based only)

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

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

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

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

43. Taxes and Duties

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

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

44. Currency of Payment

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

45. Mode of Billing and Payment

45.1 Billings and payments in respect of the Services shall be made as follows:

- (a) *Advance payment.* Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against the submission of a bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in any other form that the Client shall have approved in writing. The advance payments will be set off by the Client in installments as specified in the **SCC** until the

said advance payments have been fully set off.

- (b) *The Itemized Invoices (unit price – time-based).* As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or for any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and other expenses (including reimbursable expenses) separately. The Client shall pay the Consultant's invoices within sixty (60) days from the receipt by the Client of such itemized invoices and of the supporting documents. Only the portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized, the Client may add or subtract the difference from any subsequent payments.
- (c) *The Lump-Sum Instalment 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 instalment 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.
- (d) *The Final Payment.* The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Such claim for reimbursement shall be made by the Client within twelve (12) calendar months after receipt by the Client of the final report and the final invoice that the Client has approved in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.
- (f) With the exception of the final payment under (d) above, payments

neither constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

46. Interest on Delayed Payments and Damages

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

46.2 Damages: If the Consultant fails to comply with the Contract requirements, the Client shall be entitled to apply damages as stated in the **SCC**. The total amount of the damages shall not exceed 10% of the Contract amount.

G. FAIRNESS AND GOOD FAITH

47. Good Faith

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

H. SETTLEMENT OF DISPUTES

48. Amicable Settlement

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

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

49. Dispute Resolution

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

III. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a) and 3.1 Applicable law	The Contract shall be construed in accordance with: English Law
4.1 Language	The language is: English.
6.1 and 6.2 Communications	<p>The addresses are:</p> <p>Client : Matter Management Implementation Project Eastern and Southern African Trade and Development Bank 197 Lenana Place, Lenana Road P.O Box 48596 – 00100, GPO Nairobi KENYA Tel:+254-732-192000</p> <p>E-mail: legalopsprojects@tdbgroup.org; procurement@tdbgroup.org</p> <p>Consultant :</p> <p>Attention : _____ E-mail (where permitted) : _____</p>
8.1 Authority of Member in Charge	<p><i>[Note: If the Consultant consists only of one entity, state “N/A”;</i> <i>OR</i> <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ _____ <i>[insert name of the member]</i></p>
9.1 Authorized Representatives	<p>The Authorized Representatives are:</p> <p>For the Client: [name, title] _____</p> <p>For the Consultant: [name, title] _____</p>

<p>11.1 Effectiveness of Contract</p>	<p>The Contract shall come into force at the date of Contract signature. There is no effectiveness condition.</p>
<p>12.1</p>	<p>Not applicable</p>
<p>13.1 Commencement of Services</p>	<p>Commencement of Services: the Services shall start on Date of Contract signature</p>
<p>14.1 Expiration of Contract</p>	<p>The time period shall be upon successful Go-Live and Post Implementation support period. The SLA would then cover the Post Live period.</p>
<p>20.5 Law Applicable to Services</p>	<p>The Consultant shall not provide services or goods originating from a country subject to an embargo from USA, the EU, or the United Nations.</p>
<p>23.1 Liability of the Consultant</p>	<p>No additional provisions.</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 style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(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</p> <p style="padding-left: 40px;">(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p style="padding-left: 40px;">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable law.</p>
<p>24.1 Insurance to be Taken out by the Consultant</p>	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of the total amount of the Contract in United States Dollars (USD).</p> <p>(b) Employer’s liability and workers’ compensation insurance for the Consultant’s Experts and Sub-consultants in accordance with the relevant provisions of the Applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident,</p>

	<p>travel or other insurance as may be appropriate; and</p> <p>(c) 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>
27.1 Proprietary Rights in Reports and Records	<i>Not Applicable</i>
42.1 Remuneration and Reimbursable Expenses (not applicable to lump-sum contract)	<i>Not Applicable</i>
42.3	Price adjustment on the remuneration does not apply
43.1 and 43.2 Taxes and Duties	The Consultant, the Sub-consultants and the Experts shall be exempt from:
45.1(a) Mode of Billing and Payment	<i>[The advance payment is not Applicable]</i>
45.1(b) (time-based)	<i>Not Applicable</i>
45.1 (c) (lump-sum)	<p>The payment schedule: <i>[Payment of instalments shall be linked to the deliverables specified in the Terms of Reference.</i></p> <p>1st payment: <i>[insert the amount of the instalment as a percentage of the total Contract price, and the currency]</i> 2nd payment: _____ : _____ Final payment: _____</p> <p><i>[Total sum of all instalments should amount to the Contract price set up in SCC 41.]</i></p>
45.1(e)	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>. for local currency: <i>[insert account]</i>.</p>
46.1 Interest on Delayed Payments	The interest rate is: <i>Not applicable. Contract to be stated in USD.</i>

<p>46.2 Damages</p>	<p>\$1,000 per Day for late delivery of each expected Deliverable shall be due by the Consultant as Delay Damages.</p>
<p>49. Dispute Resolution</p>	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> (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 LCIA Arbitration 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, LCIA Court shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the 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 LCIA Court. (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 LCIA Court 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.
	<ol style="list-style-type: none"> 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 resolved by arbitration under the LCIA Arbitration Rules as in force on the date of this Contract. 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. 4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the

	<p>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"> (a) the country of incorporation of the Consultant or of any of their members or Parties; or (b) the country in which the Consultant’s [or any of their members’ or Parties’] principal place of business is located; or (c) the country of nationality of a majority of the Consultant’s [or of any members’ or Parties’] shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> (a) proceedings shall, unless otherwise agreed by the Parties, be held in London, United Kingdom; (b) the <i>English</i> language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. APPENDICES

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) (on the basis of Section 7 of the RFP) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks that require prior approval by the Client.

For time-based contracts, specify: the hours of work for Key Experts; travel time to/from the Client's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Consultant's work; etc.]

APPENDIX B – CONSULTANT'S TECHNICAL PROPOSAL INCLUDING METHODOLOGY AND KEY EXPERTS

[Insert the Consultant's Technical Proposal and finalized during the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

APPENDIX C – CONTRACT PRICE(S)

[Insert the tables with the Contract Price(s). The tables shall be based on Forms FIN-2, FIN-3 and FIN-4 of the Consultant's Financial Proposal and shall reflect any changes agreed at the Contract negotiations, if any.

For time-based contract, all reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount. Conditions and allowance for reimbursable expenses to be eligible for payment may be specified here consistently with SCC 42.1]