

**RECRUITMENT OF A FIRM FOR PROVISION OF
SUPERVISION SERVICES OF THE WORKS
FOR THE REHABILITATION OF PONTÃO OF SANTA MARIA
- SAL ISLAND, CABO VERDE -**

TERMS OF REFERENCE

1 BACKGROUND

The *Pontão* constitutes one of the main meeting points in Santa Maria beach, a key highlight of Sal island and the country, and is sought by tourists to experience part of the Cabo Verdean culture, particularly the offload of artisanal catch by local fisherman. However, the conditions of the infrastructure have degraded significantly in the wake of Tropical Storm Fred in 2015, presenting many risks to safety and the environment, which have gone unresolved since.

In addition to the infrastructure challenges, the pier faces operational problems due to scarce space for hosting diverse economic activities and actors, in addition to the deficiency of adequate facilities for treatment of fish products and their conservation in accordance with adequate hygienic and sanitary standards. Conflicts between different users occur occasionally – fishing operators (fishermen, divers, fish sellers, fish handlers) on the one hand; consumers (general population, hotels, restaurants) and tourists in observation activities or nautical recreation and leisure (boarding for day boat charters or diving excursions), on the other. The result of this situation is that none of these important economic activities develops normally, with the degree of effectiveness, efficiency and safety that is expected.

Therefore, a decision to rebuild the *Pontão* has been made by the Government, with funding from the Resilient Tourism and Development the Blue Economy Project, which is being implemented under direct oversight of UGPE (*Unidade de Gestão de Projetos Especiais*), as the PIU (Project Implementation Unit).

The technical drawings of the works to be undertaken, as well social and environmental safeguards studies have been complete and approved. These project specifications/studies will guide the construction works to be executed in the *Pontão*.

The objective of this Term of Reference is to guide the hiring of a specialized firm to support Infraestruturas de Cabo Verde/ICV and UGPE in the supervision and monitoring of the works and supplies of the rehabilitation of *Pontão* Santa Maria. The owner of the works to be supervised is the ICV.

2 SCOPE OF THE PHYSICAL WORKS

The technical drawings and related specialized studies will guide the construction. The works of rehabilitation of Pontão Santa Maria consist of, in summary¹:

Marine works

- Santa Maria Pontoon - Main Jetty;
- Santa Maria Pontoon - Walkways;
- Santa Maria Pontoon - Crane Platform;
- Santa Maria Pontoon - Abutment & Retaining walls;

Land Works

- Vianinha square and access to the pontão;
- Fishermen's lockers;
- Artisan's stands;
- Fish market and fish treatment;
- Restrooms and changing rooms;
- Women's and wheelchair restrooms;
- Men's restroom;
- Changing rooms;
- Storage and benches;
- Pontão, decks, railing;

Infrastructures

- Water supply network;
- Wastewater network;
- Electricity;
- Switchboard according to single-line scheme;
- Lighting; etc.

The supervision services shall extend for the construction period including the mobilisation period, and from time to time, during the Defects Liability Period as necessary.

¹ There is a package of all technical documentation/construction drawings related to the works to be undertaken in Pontão, which will be part of the tender for works and made available to the supervision firm as well.

3.1 General Duties and responsibilities

Apart from general setting out, quality control and as-built drawings, the supervision services shall include conducting weekly site meetings, drawing up of monthly progress reports, including the status of compliance with the Environmental and Social Management Plan, Health & Safety Management Plan (HSMP), Sexual Exploitation and Abuse (SEA), Sexual Harassment (SH) guidelines, resettlement, access restriction and livelihoods restoration and grievance redress mechanism (GRM), including labour management plan (LMP), and other plans of the tender documents. The assignment will involve the following:

- Administrate the civil works contract, approve the working drawings, the materials and quality of the works in accordance with the contract;
- Before start of the works, approve the Contractor Environmental and Social Management Plan (C-ESMP) and Contractor Health and Safety Management Plan (C-HSMP);
- Inspection of Contractor's construction equipment, results of material and soil tests, the safety of the works, property and personnel;
- Ensure that construction activities are implemented in accordance with approved designs, specifications and best engineering practices;
- Ensure that the Contractor is not involving child labour in the execution of the civil works contracts in accordance with the provisions of the contract agreement;
- Undertake supervision works, quality control and prepare reports, whose format and content should be acceptable to the Client and as per WB standards;
- Review and verify any proposed variation orders to be generated by the Contractor and make recommendations to the Client;
- Supervise the Contractor in all matters concerning safety and care of the works, and direct operations in case of an emergency situation affecting the safety of life, of the works, or of adjoining property, and ensure that traffic operational safety is met before commencing the works, and issue any work plan or drawing in that respect;
- Ensure Contractor has tools in place to record any incident/accident related to Occupational Health and Safety for workers and the adjacent community;
- Ensure Contractor has all the qualified Environmental, Social and Health and Safety personnel before commencement of any civil works;
- Ensure that the Contractor has obtained all the required permits and certificates from the National Authorities before commencement of the civil works
- Advise the Client on all matters related to the execution of the contracts including processing of the Contractors' claims;
- Inspect the works (civil works and safety) daily during the construction periods, and issue of the fields reports;
- Ensure high standards of quality assurance in the execution of work and completion of work within the stipulated time limit;
- Make all necessary measurements and control the quality of works. The Consultant shall make all engineering decisions required for the successful and timely implementation of the construction contract, and shall have all the powers defined as those of the Engineer with few exceptions for which the supervision consultant will have to seek prior approval of the Client;
- Ensure site and progress meetings are held regularly with the Contractor. During these meetings, formal minutes will be taken by the Consultants and distributed to the Client, the Consultant and the Contractor. The meetings shall focus on physical progress, financial progress, implementation status of the ESMP & HSMP, contractual issues and challenges;
- Stakeholder Consultation and participation plan (focusing on strategic communications) has due process including for local communities and disadvantaged vulnerable groups in the design, implementation and use of the various infrastructures;
- Ensure that the grievance redress mechanism/GRM is functional in receiving, registering, resolution and reporting of any complaints related to the project implementation including SEA/SH complaints.

- Ensure adequate environmental and social institutional capacity is in place to support implementation, monitoring and reporting;
- Adequate implementation of environmental and social issues of sexual abuse and exploitation, effects of labor influx on local communities and concerns related with labor conditions.

3.2 DETAILED SUPERVISION OF CONSTRUCTION ACTIVITIES

The Consultant will ensure that the works are executed according to the schedule, specifications and within budget. Also, the Consultant will supervise all Contractors' activities at all stages of project implementation as follows:

i. Mobilization of Contractor

The Consultant shall assist the Client in ensuring that the chosen contractors mobilize promptly. The Consultant will supervise the following elements of the project:

- All insurance policies required by the contract are in place prior to mobilisation;
- The site set-up and compound to be used by the Contractor;
- The agreement with the Contractor on strict adherence to the construction programme;
- Control the Contractor's and sub-contractors' site personnel at all grades for suitability for the construction of the works;
- Check and approve C-ESMP and C-HSMP that will be used during construction;
- Check and approve the site installations, equipment, plant that are to be used by the Contractor to execute the works and safety;
- Check and approve the materials testing laboratories that will be used during the construction;
- Check the suitability of sub-contractors as they arrive on site;
- Check materials and equipment for conformity with the tender specifications by physical inspection and by gathering the manufacturers and suppliers' certificates of conformance;
- Verify the contractor's purchasing schedules so that materials and equipment necessary for the swift advancement of the works are available when needed, thus ensuring the work keeps to the establishment programme.

ii. Equipment for Supervision and Testing Works;

The Consultant shall use equipment, soil testing equipment/apparatus and testing equipment to be provided by the Contractors on site or to be performed by a third-party reputable laboratory to carry out such tests in order ensure that works executed conform to standards and specifications stipulated in the contract.

iii. Supervision of the Physical Elements

The Consultant will supervise the following elements of the project:

- The setting-out of the works to line and level before any construction takes place;
- Construction materials and equipment for quality and proper installation;
- During supervision of the civil works, the Consultant will check the following to ensure appropriateness:
 - Construction method statements, including design where appropriate
 - Site set up for contractor facilities on site
 - Setting-out
 - Depth and extent of piling
 - Quality and compaction of fill materials
 - Reinforcement (design standards, cover, spacing, diameter, cleanliness)
 - Formwork (line, finish, structural solidity, adequacy of shuttering oil)
 - Concrete work (design standards, mix composition, pouring sequence, vibration, finishing, protection of curing)
 - Structural steel works (length and size of sections, connections for protection for interior steelworks, corrosion protection for external steelworks)
 - High quality level of workmanship including colour schemes (interior and exterior).
 - Overseeing adherence to C-ESMP and C-HSMP.

iv. General Contract Management

During contract management, the Consultant shall monitor the progress of works with respect to time, quantity and quality as per the terms and conditions of contract. In particular with respect to contract management, the consultant shall: -

- Administer the contract from commencement to completion of works including during the defect's liability period until issuance of final completion certificate;
- Prepare cash flow forecast of the project;
- Conduct regular site inspections and produce minutes and/or reports thereafter;
- Prepare project physical and financial progress reports;
- Prepare regular Environmental and Social Implementation and Monitoring Reports;
- Quality control of materials, and workmanship on site.
- Inspect and approve materials delivered to site. As appropriate take/ instruct the contractor to take samples and carry out tests of materials, components, techniques and workmanship and examine and approve the conduct and results of such tests whether on or off site.
- Where necessary, instruct the opening up of completed work to determine that it is in accordance with the contract specifications.
- Where appropriately inspect the extraction, or fabrication, or assembly of materials and components to affirm quality of such materials/workmanship before delivery to site.
- Direct and control the activities of the site staff.
- Monitor the progress of the works against the Contractor's program and advise the Client appropriately.
- Prepare valuations of work carried out and completed and issue Interim payment Certificates.
- Prepare practical completion certificate and commissioning of the building and take-over by the Client.
- Inform the Client and subsequently resolve any important problems concerning the advancement of the works due to technical or, other constraints, which would have an incidence on the cost or program of the work.
- Certify the contractor's running payments clearly indicating that the quality of work executed is according to the specifications, design, drawings, and technically sanctioned estimate and contract agreement and make recommendations for payment to the contractor along with test reports. The Consultant shall further be responsible for quality and quantity of works.
- Assist in the settling of any disputes or differences which may arise between the Client and the contractor including advising the Client on issues requiring arbitration where arise;
- Maintain site records and determine estimates for the costs and advancement of works so that interim payments are based on monthly statements/works progress from the Contractor. Payment certificates will subsequently be issued for the approval of the Client.
- Arrange Site Management Meeting as per the contract between the client and contractor, prepare the minutes, and submit them to the Client.
- Modify certain components of the design, which will become apparent during the course of the construction either by the instruction of the client or in the course of execution. Any modifications will be defined by the Consultant together with the required specifications and submitted to the Client for approval.
- Prepare addenda after have been reviewed and approved by the client. All addenda and variation orders relating to modifications to the original contract sum issued to the Contractor shall be based upon unit rates in the contract between client and contractor.

3.3 ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN (ESMP), HEALTH & SAFETY MANAGEMENT PLAN (HSMP), SEXUAL EXPLOITATION AND ABUSE (SEA), SEXUAL HARASSMENT (SH) GUIDELINES.

The Supervision Consultant shall ensure that the Contractor delivers its ES obligations under its contract. This includes, but is not limited to the following:

- Ensure that site specific environmental and social management plans are prepared, implemented and reported as per the approved ESIA, RPF and other relevant environmental and social risk management instruments.
- Review and approve the Contractor’s Environment and Social Management Plan (C-ESMP), including all updates and revisions at frequencies specified in the Contractor’s contract (normally not less than once every 6 months);
- Review all other applicable contractor’s documents related to ESS aspects including the health and safety manual, security management plan and SEA/SH prevention and response action plan;
- Review and consider the ESS risks and impacts of any design change proposals and advise if there are implications for compliance with ESIA, ESMP, consent/permits and other relevant project requirements;
- Undertake, as required, audits, supervisions and/or inspections of any sites where the Contractor is undertaking activities under its contract, to verify the Contractor’s compliance with ESS requirements (including relevant requirements on SEA/SH);
- Undertake audits and inspections of Contractor’s accident logs, community liaison records, monitoring findings and other ES related documentation, as necessary, to confirm the Contractor’s compliance with ES requirements (including relevant requirements on SEA/SH);
- Determine remedial action/s and their timeframe for implementation in the event of a noncompliance with the Contractor’s ES obligations;
- Ensure appropriate representation at relevant meetings including site meetings, and progress meetings to discuss and agree appropriate actions to ensure compliance with ES obligations;
- Ensure that the Contractor’s actual reporting (content and timeliness) is in accordance with the Contractor’s contractual obligations;
- Review and critique, in a timely manner, the Contractor’s ES documentation (including regular reports and incident reports) regarding the accuracy and efficacy of the documentation;
- Undertake liaison, from time to time and as necessary, with project stakeholders to identify and discuss any actual or potential ES issues;
- Establish and maintain a grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g., of those reporting allegations of SEA and/or SH.
- Ensure adequate environmental and social institutional capacity is in place to support implementation, monitoring and reporting
- Adequate implementation of environmental and social issues of sexual abuse and exploitation, effects of labour influx on local communities and concerns relate with labour conditions.
- Ensure resettlement, access restriction and livelihoods restoration and grievance redress mechanism are in place and functioning,
- Ensure there is appropriate measure in place for labour management that will be mobilized.

4 OUTPUTS OF THE SUPERVISION ASSIGNMENT

The supervising team shall be required to provide the following deliverables:

ACTIVITY	OUTPUT	FORMAT
Inception report to be prepared and submitted 2 weeks after commencement of the works. The report shall include results of the review of the Contractor’s work programs and details of modifications required in the original bills.	Approved Inception report	docx and pdf
Site meetings	Site Journal	docx

Monthly progress reporting (technical, environmental, social and management meetings)	Monthly progress report	pdf/docx
As-built drawings	Drawings	ACAD
Preparation of final report	Approved Final Report	docx and Pdf

4.1 SITE JOURNAL

During the supervision of the project, the consultant shall be required to maintain a site journal containing all day-to-day events, including weather conditions, number of workmen on site, equipment on site, stockpiled materials and minutes of all meetings with the contractor.

4.2 MONTHLY PROGRESS REPORTS

During the supervision of the project, the consultant shall be required to submit monthly progress reports based on the site journal and containing physical and financial progress and implementation and monitoring of the ESMP, HSMP, SEP (stakeholder engagement plan), Grievance Redress Mechanism (GRM) and any other plan mandated in the ESIA. The format of the monthly progress report shall be consistent and broadly consist of:

- Cover To indicate Country, Island, Beneficiary, Project name and Chronological number of reports;
- Page 1 Index;
- Page 2 Location map within Cabo Verde of project site
- Page 3 Project details – All relevant dates of the Contract, such as the Contract signature date, site insurance expiry date, construction permit expiry date, mobilisation date, contract expiry date and other relevant dates;
- Page 4 Block diagram of the Supervising Engineer’s personnel with names and contact details;
- Page 5 Block diagram of the Contractor’s personnel with names and contact details;
- Page 6 Responsibility Assignment Matrix (who is in charge of what, names of certified laboratories or approving agencies where official tests will be performed);
- Page 7 Project Schedule to be updated monthly;
- Page 8 Percentage completion of BOQ showing drawdown and S-curve;
- Page 9 Brief description (text) of construction activities carried out over the last month;
- Page 10 Description (text) of laboratory and in-situ tests carried out over the last month and a review of the results obtained. Test readings and laboratory reports should be in a separate annex;
- Page 11 CMP – 1-page description of approved Construction Management Plan for each activity in 1st progress report. (In the 2nd and successive reports, only report changes in CMP and any deviations by the contractor);
- Page 12 ESMP – Draw up matrix table for project with help from separate ESIA report finding; include reporting requirements for environmental and social issues as per the approved environmental and social management plans, like resettlement, livelihoods, stakeholder consultation, grievances registered and resolved, labor influx issues.
- Page 13 Health and Safety plan report sheet drawn up by contractor;
- Page 14 Status of human resource on site (previous month and current month);
- Page 15 Status of Plant and equipment on site (previous month and current month);
- Page 16 Status of stockpiles and materials on site in table format;
- Page 17 Daily weather diary for the month of reporting;
- Page 18 Chronological list of all official correspondence with contractor and client;
- Page 19 List of Revisions, drawings or variations (date initiated, and date approved, and date issued);
- Page 20 Status of Project grievance redress mechanism (GRM) including issues to be resolved Client-Stakeholder or Client-Contractor-Sub contractors;
- Page 21 Financial draw down. Funds still available for disbursement, Interim Payment Certificate (IPC) and cumulative drawdown;
- Page 22 Supervising Engineer’s comments on the progress of the works;
- Page 22 Supervising Engineer’s suggestions/feedback for head office/client;
- Annex 1-Progress photos from site – Low resolution pictures, 3 to each page, total 5 or 6 pages;
- Annex 2-Attach copies of official lab results (concrete, aggregate and batching water quality, environmental readings where appropriate, etc).

4.3 FINAL REPORT

The Consultant shall be required to submit a final report within three weeks after completion of the project.

5 DEFECTS LIABILITY PERIOD

The Consultant shall supervise maintenance of the works (including the administrative aspects of the works) during the defect's liability period. For purposes of fulfilling Consultant's obligations during the Defects Liability Period, the Project Manager is expected to carry out inspection of the works and subsequently prepare and issue the final certificate depending on the Standard Procurement Document used. During this period the Consultant shall be expected to draw the attention of the Contractor to any defects as soon as such defects are noticed and shall supervise the subsequent remedial works. As the liability period for the Contract is 6 months, an inspection will be carried out every 2 months, any deficiencies noted will be communicated to the Contractor, and its remedial measures proposed to the Contractor for implementation. Depending on the nature of deficiency, repair work will be carried out under the Consultant's supervision. The Consultant will be required to submit the inspection report to the Client. At the end of the 6-month defects liability period, the Consultant will confirm that the Contractor has completed the Works ready for joint inspection and handover. The final inspection will be carried out under the supervision of the Consultant who will prepare and sign the Inspection Report and distribute to the Contractor, and Client for joint verification.

6 CONSULTANT PROFILE

The consulting firm must be specialized in the design and development of marine works, with at least 15 years of general experience in related business. The firm must as well:

- Through a portfolio of projects developed in the last 10 years, demonstrate relevant experience in a similar assignment of this TOR;
- Demonstrate technical and managerial capacity to supervise works;
- Demonstrate relevant experience developing similar projects in countries with similarities of Cabo Verde.

6.1 KEY STAFF

In order to execute his obligations, the Consultant shall provide qualified Key Staff for the assignment, and shall prepare a work program, and a corresponding manning schedule, showing the timing of activities and the corresponding staff input required for execution of the services. The Consultant shall employ only such Key Staff whose CVs have been approved by the Client. In addition to the expert personnel, the consultant shall determine the non-key staff to assist with on-site supervision of the works.

The Consultant must provide in the proposal CVs and copies of highest education certificates for all professional and technical staff including the duration in man-months during which the staff will be deployed under the contract.

The estimated number of professional staff-months required is indicated in the table below. The total estimate of **staff-months is 100.5**.

Position	Staff Inputs	
	During Construction	During Defect Liability Period
Project Manager (1No.)	24	0.5
Site Engineer (1No.)	24	-
Geotechnical Engineer (1No)	12	-
Topographic Surveyor (1No)	12	-
Quantity Surveyor (1 No.)	6	-
Electrical Engineer (1 No.)	3	-
Mechanical Engineer (1 No.)	3	0.5
Environmental Expert (1No.)	12	0.5
Social and GBV Expert (1 No.)	12	-
Sub Total	105	1.5
Total Estimate in months	106.5	

The Consultant shall employ **key staff** with the minimum qualification requirement as indicated below:

Project Manager (1 No)

The Project Manager shall be the overall in-charge of the supervision work. S/He shall co-ordinate any specialist services that may be required in the project area. S/He must be a registered Civil Engineer or Construction Management Specialist in any recognized professional Board with a degree in Civil Engineering or Construction Management. S/He must have a minimum of fifteen (15) years of experience related to maritime design and construction. S/He must have served as a Project Manager/Resident Engineer in at least three (3) other projects of similar magnitude and complexity in the last 10 years. Proficiency in written and spoken Portuguese and English is mandatory.

Site Engineer (1 No)

The site Engineer shall supervise the progress of the construction site. S/He must be a registered Civil Engineer in any recognized professional Board with a degree in Civil Engineering, or Construction Management. S/He must have a minimum of ten (10) years of experience related to piling construction with at least five (5) years of experience in construction projects of similar magnitude and complexity. Proficiency in written and spoken Portuguese and English is mandatory.

Geotechnical Engineer (1 No)

The geotechnical Engineer shall supervise the progress of the additional geotechnical investigations on site and be responsible for all laboratory testing and ultimate design review. S/He should preferably be a registered Civil Engineer in any recognized professional Board with a specialisation in soil mechanics and foundations. S/He must have a minimum of ten (10) years of experience related to piling construction with at least five (5) years of experience in construction projects of similar magnitude and complexity. Proficiency in written and spoken Portuguese and English is preferred.

Topographical Surveyor (1 No)

The topographical surveyor should possess a minimum of Advanced Diploma in Land Surveying. S/He must be a registered Land Surveyor in any relevant professional Board. S/He must have ten (10) years' experiences in construction. S/He must have served in at least two (2) marine construction projects of similar nature in the last 5 years. The duties shall comprise in the assistance in topographical matters, including establishment and maintenance of the project's primary

benchmarks, jetty and pile alignments and review of the contractor's setting-out. Proficiency in written and spoken Portuguese and English is preferred.

Quantity Surveyor (1 No)

S/He must possess a Degree in Quantity Surveying or Building Economics with minimum of ten (10) experience in the field of preparation of Bills of Quantities, Valuation of construction projects, rates analysis and cost control. She/he must have a minimum of five (5) years' experience in projects of similar magnitude and complexity. Fluency in written and spoken Portuguese or English is preferred.

Mechanical Engineer (1 No)

S/He should have at least Bachelor's degree or equivalent in Mechanical Engineering with a minimum of five (5) years' experience in construction projects with at least three years of experience in construction of projects of similar magnitude and complexity. S/He must be registered as professional engineer by any recognized Engineers registration board. Fluency in written and spoken Portuguese or English is mandatory.

Electrical Engineer (1 No)

S/He will assist the Project Manager and the field staff in all matters relating to solar power generation, standby electrical power, lighting, electrical conduits and materials specifications. He/she must possess a Degree in Electrical Engineering with a minimum of ten (10) years of general experience and 5 years in similar projects. S/He must be registered with a recognized professional board. Fluency in written and spoken Portuguese or English is mandatory.

Environmental Expert (1 No)

Environmental Expert will assist the Project manager in all matters concerning environment and preparation of all reports and environmental audits during construction. S/He should have at least a bachelor's degree or equivalent in the field of Environment and Health & Safety with a minimum of 10 years of field experience supervising similar projects including aspects of environment, Health and safety. Familiarity with the World Bank's Environmental and Social Standards (ESS) will be an advantage. Fluency in written and spoken Portuguese and English is mandatory.

Social and Gender based Violence Expert (1 No)

S/He should have at least a bachelor's degree or equivalent in the social sciences, with experience in stakeholder consultation, labor and working conditions, resettlement and livelihoods restoration and gender equality and women empowerment agenda with a minimum of Ten (10) years of field experience supervising similar projects including aspects of social analysis, economic resettlement, livelihood restoration consultation, labor issues, gender based violence, sexual abuse and exploitation, referral and services mapping, social and conflict analysis through identifying key operational, technical, and analytical priorities of the country or in the region.

Non-Key Experts

In addition to the key personnel designated above, the Consultant may deploy Non-Key Experts to assist with the supervision of the works as deemed fit for the successful implementation of the assignment.

Note: CVs for Support Staff will not be evaluated. However, evidence of registration and academic certificates for key staff should be submitted and will be evaluated.

7 DURATION OF THE ASSIGNMENT

The Construction Supervision contract is a time-based contract. The construction Supervision of the jetty is expected to be **24 calendar months**. The Defects Liability Period shall be **12 calendar months** after the temporary handover of the jetty infrastructure. The engagement shall be deemed to have started on execution of the Agreement for the Services and shall terminate when the final inspection of the works at the completion of the defect's liability period has been done and the Consultant has fulfilled all of his obligations.

8 FACILITIES TO BE PROVIDED BY THE CLIENT

The Client will provide liaison with the Government Ministries and Agencies. However, the Consultant shall be fully responsible for collecting data and information from various departments/agencies.

9 PAYMENTS

Payments for undertaking the assignments as described in these Terms of Reference shall be made on a monthly basis and cover remuneration for approved personnel and respective reimbursable expenses. The Consultant's remuneration shall be deemed to cover his statutory liabilities, travel costs and support of his Head Office including obligations other than additional services not covered by the Terms of Reference under consideration.

9.1 ADVANCE PAYMENT

- an advance payment of 20% in local currency of the contract sum shall be made within thirty (30) days after the Effective Date to cover initial mobilization costs upon submission of and acceptance by the client of an irrevocable standby letter of credit of equivalent value from a reputable commercial bank or a bank guarantee callable upon demand, issued by a duly licensed bank and confirmed by the client;
- the advance payment will be set-off by the Client in ten (10) equal instalments against the statements starting from the 5th invoice for the rendered services, until the advance payment has been fully recovered.

9.2 REIMBURSABLE EXPENSES

Reimbursable expenses, which cover all out-of-pocket expenses, shall be made against contractual acceptable documentary evidence, as agreed with the Client.