22 December 2015

RECAP’S CALL FOR PROPOSALS FOR COMPANY FRAMEWORK CONTRACTS

REFERENCE NUMBER: GEN2067A (Road Infrastructure) / GEN2068A (Transport Services)

Dear Bidder,

The Research for Community Access Partnership (ReCAP), managed by Cardno Emerging Markets (UK) Ltd and funded by The UK’s Department for International Development (DFID), is seeking proposals from suitably qualified companies to establish, through company framework contracts, a pre-qualified registration list of highly qualified and experienced companies with expertise in research, capacity building and knowledge management in the following fields/thematic areas:

1. Road Infrastructure
   Sub-themes/areas of expertise under this thematic area include:
   o Sustainable and economical provision of infrastructure
   o Material resources and environment
   o Effective whole life rural road asset management
   o Defining, measuring and analysing road access
   o Capacity Building

2. Transport Services
   Sub-themes/areas of expertise under this thematic area include:
   o Public transport services operation and regulation
   o Motorcycle taxis and intermediate means of transport
   o Rural mobility and access to roads
   o Measuring the requirements for, and the benefits of, rural roads and transport services
   o Gender equality, equity and social inclusion
   o Safety and security
   o Capacity building, quality assurance and information dissemination

ReCAP funds and commissions applied research into low volume rural roads and rural transport services in low income countries. It is designed to ultimately provide safer and more sustainable access to poor rural communities. ReCAP operates in the following geographical regions:
   A. Eastern and Southern Africa
   B. Western Africa
   C. Asia region

This process is open to all companies who meet the criteria detailed in the attached documentation, for any one (or both) of the thematic areas particular to the bidder’s region of experience. Company framework contractors could be private firms, organisations, non-governmental organisations (NGOs), institutes or academic institutions. There is no nationality/country of registration restrictions for this application process.
ReCAP will deliver a program of projects and activities between 2015 and 2020. It will enter into Framework contracts with successful companies initially through to 31 July 2017, with an option to extend by mutual agreement up to the full life of ReCAP.

The following documents are attached in this package:

**PART A** – Overview of the Research for Community Access Partnership (ReCAP)
**PART B** – Instructions to bidders
**PART C** – General Information for bidders, Selection criteria, Basis of Payment
**PART D (a)** – Terms of Reference - Road Infrastructure
**PART D (b)** – Terms of Reference – Transport Services
**PART E** – Application Form
**PART F** – CV format
**PART G** – Deed of Declaration
**PART H** – Framework Contract template

All proposals must be received by no later than **5:00pm UK time on Friday 14 March 2016**. Proposals and all queries must be submitted directly to recap.procurement@cardno.com.

Yours sincerely

Gerome Rich
Programme Director
Research for Community Access Partnership (ReCAP)
PART A – OVERVIEW OF THE RESEARCH FOR COMMUNITY ACCESS PARTNERSHIP (RECAP)

1 CONTRACTING AUTHORITY

The contracting authority is Cardno Emerging Markets (UK) Ltd as managing contractor for the Research for Community Access Partnership (ReCAP) on behalf of DFID.

1.1 Background

Recent DFID (UKAID) support for the transport sector in developing countries has included two programmes focused on applied research in the area of low-volume rural roads and transport services. Between 2004 and 2009, DFID supported the South East Asia Community Access Project (SEACAP) in Vietnam, Cambodia and Laos. This was followed by DFID support to the Africa Community Access Project (AFCAP phase 1) between 2008 and 2014. Building on the success of these two partnerships, in 2014 DFID initiated support to a second phase of support to AFCAP and new support for similar applied research focused on South Asia (ASCAP). These two projects are managed under the overall umbrella of the Research in Community Access Partnership (ReCAP).

The aim of ReCAP is to build on the programme of high quality research established under SEACAP and AFCAP phase 1 and take this forward to a sustainable future in which the results of the research are adopted in practice and influence future policy.

ReCAP is a demand-led programme in which partner countries and other regional and international stakeholders identify research and other activities that contribute to the overall objectives of the ReCAP logical framework. The Project Management Unit (PMU), which has been set up by Cardno UK, works with the partners to develop concept notes and Terms of Reference suitable for contracting suppliers to carry out the required activities. The PMU and partners monitor the progress and performance of the suppliers. The outputs are quality controlled by the PMU and, in some cases, by an independent peer review process.

A summary of a ReCAP project/activity sequence of steps is this:

- Identification of project/activity by a partner;
- Verification that project fits the ReCAP strategy and subsequent development of the concept by partner in collaboration with the PMU;
- Concept Note review internally by PMU and, where appropriate, externally
- Preparation of the TOR by the PMU following Concept Note approval;
- Contracting of the supplier after evaluation of proposals/consultants;
- Implementation by the supplier;
- Monitoring of supplier performance, output and progress;
- Review and quality control of project outputs with independent peer review, where appropriate.

1 Some larger value contracts may require explicit approval and/or ‘no objection’ from the RECAP Executive Committee contingent upon factors such as value and risk.
2 OBJECTIVE, PURPOSE AND EXPECTED RESULTS

2.1 Overall objective
The overall objective of ReCAP is as follows:
*Strengthening the evidence base on more cost effective and reliable low volume road and transport services approaches, thereby influencing policy and practice in Africa and Asia.*

To achieve this, ReCAP’s outputs will include:

- **Research and Uptake**: generation, validation and updating of evidence for effective policies and practices to achieve all-season, climate resilient, equitable and affordable rural transport
- **Capacity**: The enhancement of African and Asian research capacity on low volume, rural transport
- **Knowledge**: The enhancement of rural transport knowledge management, lesson learning and dissemination

ReCAP operates in the following geographical areas:
- Eastern and Southern Africa
- Western Africa
- Asia Region

The broad scope of services covers, but is not limited to, the following thematic areas/fields:

**A. Road Infrastructure**

Sub-themes/areas of expertise under this thematic area include:
- Sustainable and economical provision of infrastructure
- Material resources and environment
- Effective whole life rural road asset management
- Defining, measuring and analysing road access
- Capacity Building

**B. Transport Services**

Sub-themes/areas of expertise under this thematic area include:
- Public transport services operation and regulation
- Motorcycle taxis and intermediate means of transport
- Rural mobility and access to roads
- Measuring the requirements for, and the benefits of, rural roads and transport services
- Gender equality, equity and social inclusion
- Safety and security
- Capacity building, quality assurance and information dissemination
PART B – INSTRUCTIONS TO BIDDERS

When submitting their proposals, bidders must follow all instructions and specifications contained in this Call for Proposals document. Failure to submit a proposal containing all the required information and documentation within the deadline specified may lead to the rejection of the proposal.

1 APPLICATION PARTICULARS

<table>
<thead>
<tr>
<th>Endorsement</th>
<th>Application for Company Framework Contracts in the following areas:</th>
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<tbody>
<tr>
<td></td>
<td>1. Road Infrastructure</td>
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<tr>
<td></td>
<td>Reference number: GEN2067A</td>
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<tr>
<td></td>
<td>2. Transport Services</td>
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<tr>
<td></td>
<td>Reference number: GEN2068A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mode of Submission</th>
<th>Electronically, in pdf format, via: <a href="mailto:recap.procurement@cardno.com">recap.procurement@cardno.com</a></th>
</tr>
</thead>
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<table>
<thead>
<tr>
<th>Contact Person</th>
<th>Edson Madeira <a href="mailto:recap.procurement@cardno.com">recap.procurement@cardno.com</a></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Bidders can request word versions of the Application form, CV format and declaration.</td>
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<tr>
<th>Updates on application process</th>
<th>All interested companies are encouraged to regularly check the Cardno website for amendments to this Call for proposals at: <a href="http://www.research4cap.org">www.research4cap.org</a></th>
</tr>
</thead>
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<tr>
<th>Deadline for submitting applications</th>
<th>14 March 2016, 5PM UK time.</th>
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<table>
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<tr>
<th>Evaluation of applications</th>
<th>From March 2016</th>
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<tr>
<th>Award notices and contracting of selected applicants</th>
<th>From late March 2016</th>
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Cardno reserves the right to alter any of these dates.
2 CLASSIFICATION AND CRITERIA FOR COMPANY FRAMEWORK CONTRACTORS

ReCAP operates in the following geographical areas:
- Eastern and Southern Africa
- Western Africa
- Asia Region

Bidders must select at least one of these geographical regions. Bidders are able to nominate for multiple regions under the same thematic area.

To be eligible for Call-down contracts up to £300,000, all bidders that qualify for one or more regions must meet the following criteria. These bidders will be limited to projects that are regional, sub-regional or national level projects, that is, projects within their nominated region only. These bidders will be deemed ‘regional’ framework contractors.

Criteria for regional framework contractors:
- Minimum of three (3) contracts undertaken with a value over £50,000, in areas related to the project in developing countries, in the last 5 years.
- Minimum average annual turnover of bidder of £200,000 over the last 3 years.
- Minimum full time professional staff members in relevant thematic areas – Three (3)

To be eligible for Call-down contracts up to £600,000, bidders must qualify for two or all regions and must meet the following criteria. These bidders will be eligible for all projects that are national, sub-regional, regional, inter-regional or global. These bidders will be deemed ‘international’ framework contractors.

Criteria for international framework contractors:
- Minimum of three (3) contracts undertaken with a value over £100,000, in areas related to the project in developing countries, in the last 5 years.
- Minimum average annual turnover of company or institution of £750,000 over the last 3 years.
- Minimum full time professional staff members in relevant disciplines – Ten (10)

Compliance with these criteria will be demonstrated by the information to be provided in the application form in PART E below.

3 CONSORTIUM

For submitting proposals for the purposes of pre-qualification for the ReCAP company framework contracts and in response to this call for proposals, bidders cannot form consortia. It must be a stand-alone organisation submitting a proposal as pre-qualified companies are expected to have the range of skills and expertise, and ability to source the necessary skills and expertise, to perform the tasks under specific assignments.

For specific call-down contracts, it is not anticipated that when bidding for assignments/projects under the framework contracts consortia will be required or permitted. Where there is an

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2 An individual contract awarded under a framework agreement for the provision of particular services.
exception to this, i.e. in cases where it is necessary to work with a local partner, this will be specified in the Invitation to tender for that specific assignment/project.

4 SUBMISSION OF PROPOSALS

Proposals, all correspondence and documents related to the application process exchanged by the bidders and the Contracting Authority must be written in English.

4.1 Proposal requirements

To successfully apply for framework contracts, companies must respond by providing a proposal.

4.1.1. Contents of the Proposal for each thematic area

To submit a compliant proposal under each thematic area, companies must provide the following documents:

a) A completed application form as per PART E of this Call for proposals document. A separate application form must be provided if bidding for different thematic areas. A separate application form is not required if bidding for multiple regions under the same thematic area.

b) Description of the company (no more than ten (10) pages) including information that responds to the selection criteria and outlines areas of expertise, previous projects relevant to the selected thematic area, geographical work experience and the value that the bidding organisation can bring to ReCAP. This section should also include information that details the organisation’s ability to source high quality personnel for specific assignments.

c) Projects sheets detailing the company’s previous experience relevant to the thematic area(s) selected. Project sheets must be provided according to the format in item 6 and 7 the application form in PART E. Bidders must submit a minimum of five (5) project sheets per region selected under each specific area.

d) Indicative Curriculum Vitae. Up to ten (10) indicative CVs for each region applied for regional framework contractors (including a minimum of three (3) CVs for full time staff) and up to Twenty (20) indicative CVs in total for international contractors (including a minimum of ten (10) CVs for full time staff) that demonstrate the calibre of experts with expertise and experience relevant to the selected thematic area(s) and regions accessible to the company. The CV must follow the format outlined in PART F.

Companies are allowed to propose individuals who submitted applications in response to ReCAP’s call for application for individual framework contracts.

e) Deed of Declaration signed by the Director of the company, or another authorised representative. The Deed must follow the format outlined in PART G.

NOTE: If Organisations are bidding for both the Road Infrastructure and Transport Services thematic areas, they should submit two separate proposals, one for each thematic area.

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3 Note: Experience sheets are required for each thematic area selected, not at the sub-theme level. The experience sheets should however demonstrate the breadth of experience under the thematic area, including the sub-themes, as appropriate.
4.2 Instructions to complete the application form

**Step 1: The bidder must select a thematic area**
As mentioned above, ReCAP is seeking proposals from suitably qualified companies in the following fields/thematic areas:
- Road Infrastructure
- Transport Services

If Organisations are bidding for both the Road Infrastructure and Transport Services thematic areas, they should submit two separate proposals, one for each thematic area.

**Step 2: The bidder must select the region.**
As mentioned above, ReCAP operates in the following geographical areas:
- Eastern and Southern Africa
- Western Africa
- Asia Region

The bidders must select at least one of these geographical regions. Bidders are able to nominate for multiple regions under the same thematic area. Separate application forms are not required for application for multiple regions under the same thematic area. The bidder must however ensure that sufficient information for each region is provided as per instructions in Clause 4.1.1.

**Step 3: The bidder should complete Items 1, 2, 3, 4, 5, 6, 7 and 8 of the application form.**
- Item 1 is necessary to indicate the thematic area and region(s) selected
- Items 4 and 5 are necessary to demonstrate compliance with the participation criteria as per clause 2 of PART B.
- Items 6 and 7 are necessary for submission of the project sheets as per clause 4.1.1 (c) of PART B and to demonstrate compliance with the participation criteria as per clause 2 of PART B.

**NOTE:** Bidders can request word versions of the Application form, CV format and declaration via recap.procurement@cardno.com

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4 Indicative list of countries under each region in clause 6 of PART C of this Invitation for application
PART C – GENERAL INFORMATION FOR APPLICANTS, SELECTION CRITERIA AND BASIS OF PAYMENT

1 PURPOSE OF FRAMEWORK CONTRACTS: COMPANY FRAMEWORK CONTRACT

ReCAP is seeking to establish a list of pre-qualified experienced companies to provide intermittent medium-term and long-term support as will be specified from time to time. This will be in separate call-down contracts\(^5\) for activities relevant to the implementation of ReCAP projects requiring a range of specialist skills.

ReCAP is a demand-driven programme, responding to requests for assistance from the UK Government and partner governments. Often ReCAP will receive requests for activities that will require a range of specialist skills and immediate action. ReCAP is therefore seeking to engage pre-qualified companies – through framework contracts – to ensure ReCAP’s responses to requests are fast, effective, of high quality and are delivered in a timely manner.

Companies will be contracted for an initial period through to 31 July 2017 with an option to extend, by mutual agreement, up to a further three years. Companies may be contracted in a range of thematic areas as required and they may be associated with one or more regions.

1.1. Results to be achieved by the Contractor

The required results for each assignment/project will be specified in specific “call-down contracts” awarded under the terms and conditions of the framework contract and related to the scope of services as described in the terms of reference in PART D. The specific assignments/projects may relate to one (or more) region.

1.2. Selection of Companies from list of pre-qualified experts.

Specific contracts (“call-down contracts”) based on framework contracts are awarded under the terms of the framework contract and the award of contracts will obey the principles of transparency, proportionality, equal treatment, non-discrimination and fair competition.

For specific assignment/project, contracts will be awarded after a competitive negotiated procedure restricted to the companies which have been pre-qualified and awarded a framework contract. Under the competitive negotiate procedure, the Contracting Authority invites candidates to submit tenders. From the technically compliant tenders, it selects the one that offers the best value for money.

For each specific assignment/project, selection criteria will be published in each invitation to tender, including technical selection criteria, and weighting of scoring between technical and financial components. As call-down contracts are derived from framework contracts, all conditions must comply with the terms and conditions of the framework contract.

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\(^5\) An individual contract awarded under a framework agreement for the provision of particular services.
2 SELECTION CRITERIA

Bidder’s proposal in response to this call for proposals for framework contracts will be assessed on the basis of technical expertise, experience and suitability, based on the selection criteria shown in PART D relevant to their nominated thematic area(s).

In making final selection of successful bidders, the overall breadth of skills required to meet the anticipated needs of ReCAP under each thematic area will be a key consideration.

3 BASIS OF PAYMENT

For each specific assignment/project, the basis of payment will be specified in the invitation to tender issued to the companies which have been pre-qualified and awarded a framework contract.

The basis of payments may be either input based, or milestone based contingent upon the requirements of each individual assignment/project.

All call-down contracts issued under the Framework Contracts will be denominated in British pounds.

Cardno as a matter of course benchmarks fee rates paid and reserves the right to request for consultants to produce evidence of previous fee rates, and to negotiate fee rates received in responses to each invitation to tender.

4 CARDNO EMERGING MARKET (UK) LTD’S RIGHTS

Cardno Emerging Markets reserves the right in its absolute discretion at any time to:
   a) Terminate this Call for proposals, or cease to proceed with this process;
   b) Change the structure and timing of the process;
   c) Vary or extend any time or date;
   d) Terminate further participation in the process by any bidder for any reason;
   e) Require additional information or clarification from any bidder, or provide additional information or clarification;
   f) Negotiate with any one or more bidder;
   g) Call for new proposals;
   h) Reject any proposal received after the closing time;
   i) Reject any proposal that does not comply with the requirements set out in this documentation; and
   j) Terminate any negotiations being conducted at any time with any applicants for any reason.

5 CONFLICT OF INTEREST

Bidders must provide details of any circumstances or relationships that constitute, or may constitute, a conflict or potential conflict of interest regarding this process, or any obligations under any formal agreement with the ReCAP or DFID.
6  INDICATIVE LIST OF RECAP REGIONS AND FOCUS COUNTRIES

6.1 Countries in the Western African region
   Ghana
   Sierra Leone

6.2 Countries in the Eastern and Southern Africa region
   Mozambique  Zambia
   DRC          Kenya
   Malawi       Ethiopia
   South Sudan  Tanzania
   Uganda

6.3 Countries in the Asian region
   Nepal        Myanmar
   Bangladesh

This list is not exhaustive and is intended to provide a general description of the ReCAP focus countries.
PART D – TERMS OF REFERENCE

A. TERMS OF REFERENCE – ROAD INFRASTRUCTURE

ROAD INFRASTRUCTURE

1 BACKGROUND TO THE ROAD INFRASTRUCTURE THEMATIC AREA

The research output of ReCAP is the generation, validation and updating of the evidence for effective policies and practices to achieve safe, all-season, climate resilient, equitable and affordable low volume rural road and transport services in African and Asian countries.

This strategy will contribute to a strengthened evidence base that is influencing both practice and policy in the rural transport sector in Africa and Asia.

AFCAP and ASCAP will focus solely on rural, low volume roads and transport services applied research. The types of research will be broad and may include, inter alia, technical engineering studies, socio-economic studies and policy and institutional studies. All will contribute to the establishment of robust, evidence-based platforms for the effective design and implementation of rural transport programmes and projects.

In the case of Road Infrastructure the research strategy primarily concerns engineering and technical research on low-volume rural roads as well as the organisational arrangements for their planning, funding, design, construction, maintenance and investigation. Consideration may be given within this theme cluster to other forms of infrastructure providing community access such as village tracks and river transport facilities where these clearly contribute to the overall programme objective.

The capacity building component for the Road Infrastructure thematic area of ReCAP relates to sustainability, aiming to build sustainable capacity to carry out research on low volume rural roads in African and Asian countries. In practical terms this will mean the increase in local (national) capacity to initiate, manage and carry out research in the fields of low volume roads, manage and disseminate the knowledge created and sustain this capacity into the future.

To achieve this ReCAP will work through integrated transport research centres, academia, road authorities, non-governmental organisations and private sector organisations within partner countries.

2 SCOPE OF ASSIGNMENTS

The selected companies will be contracted to undertake medium and large projects and those requiring a range of specialist skills on request. Companies will be pre-qualified for the Road Infrastructure thematic area within a specific region with expertise in research, and associated capacity building and knowledge management to adequately cover the expected scope of services under each specific project.

Those companies and organisations bidding for company framework contracts will select for which region(s) they wish to be considered. Bidders may apply for any one or all regions under the Road Infrastructure thematic area. Those companies bidding for one (1) single region under Road Infrastructure will be classified as Regional Framework Contractors; while those companies bidding for more than one (1) region will be classified as International Framework Contractors. Proposal
documents will provide the justification for suppliers’ selected geographical region(s) and thematic areas.

Typical tasks under the Road Infrastructure thematic area are likely to include giving technical input into:

- Lead/participate in scoping and design missions for Road Infrastructure related interventions;
- Policy development, review Government policies, legislation and regulations relevant to Road Infrastructure;
- Project implementation and management;
- Production and review of design manuals/guidelines;
- Specifications and Standards;
- Research management, conducting research, data management and analysis, particularly related to Low Volume Road Infrastructure;
- Innovative materials testing;
- Project monitoring and evaluation, including project reviews;
- Technical inputs to support the design, implementation and management of knowledge management systems, databases and document management;
- Technical inputs to the formulation of road maps to fulfil the needs and meet the strategic knowledge management goals of partners;
- Dissemination and communication of research outcomes;
- Support capacity assessment and development plans;
- Support capacity building of partner government ministries and other agencies and NGOs involved in Road Infrastructure support projects with the aim of building sustainable capacity to carry out research on low volume rural roads in African and Asian countries through Technical Assistance (TA), mentoring, staff secondments and joint research projects and other appropriate mechanisms;
- Design and/or delivery of training courses;
- Short, medium, or long-term consultant support in Africa and Asia;
- Advise ReCAP project partners including governments, non-government organisations (NGOs) and regional and international organisation on technical and institutional/organisational issues during activity design, implementation and evaluation;
- Perform the services in a manner that establishes and maintains a harmonious, cooperative and effective working relationship with stakeholders and any personnel from the partner country involved in activities relevant to the services and that represents ReCAP and the UK Government in the best possible way;
- Support for technical assistance, project management, project design, project implementation, monitoring and evaluation, end of project assessment or any other form of assistance for ReCAP projects;
- Support governments on integrating Road Infrastructure issues with key cross-cutting issues such as, gender equity and social inclusion, road safety and security as well as climate change, resilience and environmental issues;
3 AREA OF EXPERTISE

Through proposed personnel and project sheets, companies bidding for the Road Infrastructure company framework contracts must demonstrate knowledge and experience in the following topics and have in-depth expertise in several specific areas:

**Sustainable and economical provision of infrastructure**

- Demonstrated experience in design, construction and maintenance methods for LVRs.
- Demonstrated experience in geometric design principles.
- Demonstrated experience in geotechnical engineering.
- Demonstrated experience in drainage and hydraulic engineering.
- Demonstrated experience in the provision of appropriate pavement surfacings for LVRs.
- Demonstrated experience in selection and design of low cost rural bridge and other road related structures.

**Material resources and environment**

- Demonstrated experience in construction materials engineering and testing in the road sector.
- Demonstrated experience in mapping and location of materials for LVRs.
- Demonstrated experience in site investigation techniques.
- Demonstrated experience in climate impact assessment and related resilience or adaptation options.

**Effective whole life rural road asset management**

- Demonstrated experience in the management and maintenance of paved and upaved LVRs.
- Demonstrated experience in the selection of appropriate design and maintenance strategies for the management of the rural road assets.
- Demonstrated experience in whole-life costing and the use of appropriate asset management systems.

**Defining, measuring and analysing road access**

- Demonstrated broad experience in the strategic and planning issues related to rural access.
- Demonstrated experience in data gathering and analysis techniques for road access.
- Demonstrated experience in reporting on the definition, measuring and analysing road access.

**Capacity Building**

- Demonstrated experience in supporting the development of business plans and strategic plans for transport research institutions.
- Demonstrated experience in supporting the development of research institutions.
• Demonstrated experience in the organisation and management of training courses related to rural access.
• Demonstrated experience in the appropriate accreditation and certification of training courses related to rural access.
• Demonstrated experience in the supply, commissioning and training related to specialist equipment for emerging transport research centres.
• Demonstrated experience in mentoring in the undertaking of research projects.

4 SELECTION CRITERIA – ROAD INFRASTRUCTURE THEMATIC AREA
ReCAP will assess proposals for the Road Infrastructure Company Framework contracts based on the following selection criteria:

<table>
<thead>
<tr>
<th>Item</th>
<th>Selection Criteria</th>
<th>Weight</th>
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<tbody>
<tr>
<td>1</td>
<td>Experience and Expertise in Road Infrastructure</td>
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<tr>
<td></td>
<td>Demonstrated experience in the provision, upgrading and maintenance of low volume rural roads and/or improvement of rural access in the selected region(s) including a demonstrated ability to understand and advice on international best practice related to all technical and institutional issues.</td>
<td>15%</td>
</tr>
<tr>
<td></td>
<td>Demonstrated experience and expertise in: a) Sustainable and economical provision of infrastructure; b) Material resources and environment; c) Effective whole life rural road asset management; d) Defining, measuring and analysing road access; and e) Capacity Building.</td>
<td>25%</td>
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<tr>
<td>2</td>
<td>Company capability and capacity</td>
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<td></td>
<td>Demonstrated capacity to provide management of assignments in the Road Infrastructure sector, covering all parts of the project cycle, within the selected region(s). Explanation of the management structure available to ReCAP for any particular project, showing relevant in-house personnel and how they relate to the company organogram</td>
<td>10%</td>
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<td></td>
<td>Demonstrated capacity and expertise in all support tasks associated with the scope of services, including safety and security, logistics, staff performance management, reporting, quality assurance and others.</td>
<td>5%</td>
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<td></td>
<td>Demonstrated knowledge and experience of working effectively in context of the region(s) selected</td>
<td>10%</td>
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<tr>
<td>3</td>
<td>Personnel</td>
<td></td>
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<tr>
<td>Description</td>
<td>Percentage</td>
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<td>High quality full time/permanent professional staff in the particular areas of Road Infrastructure outlined in the scope of services.</td>
<td>15%</td>
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<tr>
<td>Demonstrated access and ability to source high quality personnel for the specialist tasks and fields of expertise in the particular areas of Road Infrastructure outlined in the scope of services.</td>
<td>15%</td>
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</tr>
<tr>
<td>Demonstrated ability to source high quality personnel in short timeframes and mobilise quickly to meet program needs.</td>
<td>5%</td>
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<td><strong>TOTAL</strong></td>
<td><strong>100%</strong></td>
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PART D – TERMS OF REFERENCE

B. TERMS OF REFERENCE – TRANSPORT SERVICES

1 BACKGROUND TO THE TRANSPORT SERVICES THEMATIC AREA

The research output of ReCAP involves the generation, validation and updating of the evidence for effective policies and practices to achieve safe, all-season, climate resilient, equitable and affordable low volume rural roads and transport services in African and Asian countries.

This strategy will contribute to a strengthened evidence base that will influence both practice and policy in the rural transport sector in Africa and Asia.

AFCAP and ASCAP will focus on applied research concerning rural, low volume roads and transport services. The types of research will be broad and may include, inter alia, studies of different types of passenger and freight services, regulatory and safety issues, mobility requirements, socio-economic and gender issues and policy and institutional matters. All will contribute to the establishment of robust, evidence-based platforms for the effective planning, regulation and operation of rural transport services and related programmes and projects.

In the case of Transport Services, the research strategy primarily concerns the need for appropriate transport for passengers and freight on low-volume rural roads as well as the organisational arrangements for the planning, funding, operation and regulation of reliable and safe transport services. Consideration may be given to other forms of transport needed for community access, such as those relating to village tracks, footbridges and river transport where these clearly contribute to the overall programme objective.

The capacity building component for the Transport Services thematic area of ReCAP relates to sustainability, aiming to build sustainable capacity to carry out research on transport services on low volume rural roads in African and Asian countries. In practical terms this will mean an increase in local (national) capacity to initiate, manage and carry out research in the fields of rural transport services, to manage and disseminate the knowledge created and sustain this capacity into the future.

To achieve this, ReCAP will mainly work in AFCAP and ASCAP partner countries with integrated transport research centres, transport authorities, regulatory agencies, non-governmental organisations and private sector organisations.

2 SCOPE OF ASSIGNMENTS

The selected companies will be contracted to undertake medium and large projects and those requiring a range of specialist skills. Companies will be pre-qualified for the Transport Services thematic area within a specific region with expertise in research, capacity building and related knowledge management to adequately cover the expected scope of services under each specific project.

Those companies and organisations bidding for company framework contracts will select for which region(s) they wish to be considered. Bidders may apply for any one or all regions under the Transport Services thematic area. Those companies bidding for one (1) single region under Transport Services will be classified as Regional Framework Contractors; while those companies bidding for more than one (1) region will be classified as International Framework Contractors. Proposal documents will provide the justification for suppliers’ selected geographical region(s) and thematic areas.

Typical tasks under the Transport Services thematic area are likely to include giving technical input into:
• Lead/participate in scoping and design missions for Transport Services related interventions;
• Policy development, review Government policies, legislation and regulations relevant to Transport Services;
• Project implementation and management;
• Production and review of manuals/guidelines;
• Production and review of specifications and standards;
• Research management, conducting research, data management and analysis, particularly related to Transport Services on Low Volume Rural Roads (LVRRs);
• Project monitoring and evaluation, including project reviews;
• Dissemination and communication of Transport Services research lessons, policy guidance and best practice examples;
• Support capacity building of partner government ministries and other agencies and NGOs involved in Transport Services support with the aim of building sustainable capacity to carry out research on low volume rural roads in African and Asian countries through Technical Assistance (TA), mentoring, staff secondments and joint research projects and other appropriate mechanisms;
• Design and/or delivery of training courses;
• Short, medium, or long-term consultant support in Africa or Asia;
• Advise ReCAP project partners including governments, non-government organisations (NGOs) and regional and international organisations on technical and institutional/organisational issues during activity design, implementation and evaluation;
• Support for technical assistance, project management, project design, project implementation, monitoring and evaluation, end of project assessment or any other form of assistance for ReCAP projects;
• Support governments on integrating Transport Services issues with key cross-cutting issues such as, gender equity and social inclusion, road safety and security as well as climate change, resilience and environmental issues;

3 AREA OF EXPERTISE

Through proposed personnel and project sheets, companies bidding for the Transport Services company framework contracts must demonstrate knowledge and experience in the following topics and have in-depth expertise in several specific areas:

**Public transport services operation and regulation**

• Demonstrated experience relating to public transport services (preferably rural), small-scale freight operations and regulatory issues. Relevant experience may relate to planning, monitoring and/or evaluating transport services, route allocation, tariff setting, competition, self-regulation (including associations and cartels), quality and safety, compliance and understanding of different stakeholder requirements (operators, regulators, transport users).

**Motorcycle taxis and intermediate means of transport**

• Demonstrated experience relating to intermediate means of transport (bicycles, motorcycles, tricycles, three-wheelers, carts etc) and associated issues relating to user requirements, safety, training, regulation (and self-regulation), infrastructure requirements, credit systems and supply chains.

**Rural mobility and access to roads**

• Demonstrated experience relating to understanding and measuring mobility requirements (passengers and freight), understanding the problems rural people have reaching roads and
transport services and other access issues, including data gathering and analysis, development of statistics and indicators and using such information in planning, including, where appropriate, GIS systems and modelling.

**Measuring the requirements for, and the benefits of, rural roads and transport services**

- Demonstrated experience relating to understanding and measuring the needs of rural people (disaggregated by gender, age, occupation, abilities, etc) for rural roads and associated passenger and freight transport services and calculating the costs and the benefits of transport services and the social and economic costs of inadequate provision. Including experience of data gathering and analysis, development of statistics and indicators and using such information in planning (including, where appropriate, GIS systems and modelling) and using such information to influence policy and practices.

**Gender equality, equity and social inclusion**

- Demonstrated experience relating to gender mainstreaming and social inclusion, including data collection and analysis to highlight issues and policy initiatives to change and improve the opportunities for marginalised or discriminated persons.

**Safety and security**

- Demonstrated experience relating to the collection and analysis of information relating to the safety and security of rural road users, facilitating changes in awareness, attitudes and behaviour, introducing designs, technologies and/or regulations to reduce risk and improve safety and security and working with the various stakeholders, including the transport operators, government agencies and local authorities.

**Capacity building, quality assurance and information dissemination**

- Demonstrated experience of effective capacity building in relation to ‘transport services’ and related issues. Demonstrated experience relating to research quality assurance, project monitoring and evaluation including project reviews. Demonstrated experience of production of high quality documents (project reports and/or journal articles) presenting knowledge in ways that are likely to influence effectively policies and practices in Africa and Asia.

### 4 SELECTION CRITERIA – TRANSPORT SERVICES

ReCAP will assess proposals for the Transport Services Company Framework contracts based on the following selection criteria:

<table>
<thead>
<tr>
<th>Item</th>
<th>Selection Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Experience and Expertise in Transport Services</strong></td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td>Demonstrated experience in the broad area of rural access and rural transport services in Africa and Asia including socio-economic, technical and institutional issues, including demonstrated ability to understand and advise on international best practice.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Demonstrated understanding of the diversity of rural transport services issues and the need for inclusive research approaches that consider the perspectives of different stakeholders (e.g., users, operators, regulators) and the various passenger and freight transport needs of rural people (differing by gender, age,</td>
<td>10%</td>
</tr>
<tr>
<td>Occupation, income and other characteristics.</td>
<td></td>
<td></td>
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<tr>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>Demonstrated experience and expertise in:</td>
<td>a) Public transport services operation and regulation; b) Motorcycle taxis and intermediate means of transport; c) Rural mobility and access to roads; d) Measuring the requirements for, and the benefits of, rural roads and transport services; e) Gender equality, equity and social inclusion; f) Safety and security; and g) Capacity building, quality assurance and information dissemination; and h) Knowledge management.</td>
<td>25%</td>
</tr>
</tbody>
</table>

2 Company capability and capacity

| Demonstrated capacity and expertise in all support tasks associated with the scope of services, including security, logistics, staff performance management, reporting, quality assurance and others. | 5% |
| Demonstrated knowledge and experience of working effectively in the context of the region(s) selected in ways that empower local stakeholders and contribute to local capacity. | 10% |

3 Personnel

| High quality full time/permanent professional staff in the particular areas of Transport Services outlined in the scope of services. | 15% |
| Demonstrated access and ability to source high quality personnel for the specialist tasks and fields of expertise in the particular areas of Transport Services outlined in the scope of services. | 15% |

| TOTAL | 100% |
APPLICATION FORM FOR
COMPANY FRAMEWORK CONTRACTS

Call for Proposals for Company framework contractor

Reference number:

Contracting Authority: Cardno Emerging Markets (UK) Ltd

All data included in this application must concern only the legal entity bidding for framework contracts

1  SUBMITTED by (i.e. the identity of the bidder)

<table>
<thead>
<tr>
<th>Name of legal entity</th>
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<table>
<thead>
<tr>
<th>Country of registration</th>
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<table>
<thead>
<tr>
<th>Head Office address</th>
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<table>
<thead>
<tr>
<th>Telephone</th>
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</table>

<table>
<thead>
<tr>
<th>Worldwide office locations</th>
</tr>
</thead>
<tbody>
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<td></td>
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</table>

2  APPLICATION PARTICULARS

<table>
<thead>
<tr>
<th>Thematic Area</th>
<th>Western Africa</th>
<th>Eastern and Southern Africa</th>
<th>Asia</th>
</tr>
</thead>
<tbody>
<tr>
<td>Region(s)</td>
<td></td>
<td></td>
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</table>

3  ORGANISATION CONTACT PERSON (for this proposal)

<table>
<thead>
<tr>
<th>Name</th>
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<table>
<thead>
<tr>
<th>Address</th>
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<th>e-mail</th>
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</table>
4 ECONOMIC AND FINANCIAL CAPACITY

Please complete the following table of financial data based on your annual accounts and your latest projections. If annual accounts are not yet available for this year or last year, please provide your latest estimates, clearly identifying estimated figures in italics. Figures in all columns must be calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, please provide an explanation of the change as a footnote to the table). Any other clarification or explanation which is judged necessary may also be provided. If the applicant is a public body, please provide equivalent information.

<table>
<thead>
<tr>
<th>Financial data</th>
<th>2 years before last year</th>
<th>Year before last year</th>
<th>Last year</th>
<th>Average</th>
<th>This year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>GBP</td>
<td>GBP</td>
<td>GBP</td>
<td>GBP</td>
<td>GBP</td>
</tr>
<tr>
<td>Annual turnover, excluding this contract</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Assets</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Liabilities</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

This information will demonstrate compliance with the criteria for participation as per Clause 3 of PART B

---

6 Last year = last accounting year for entity

7 Amounts entered in the ‘Average’ column must be the mathematical average of the amounts entered in the three preceding columns of the same row

8 The gross inflow of economic benefits (cash, receivables, other assets) generated from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year

9 A balance sheet account that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquid assets that can be readily converted to cash

10 A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include short term debt, accounts payable, accrued liabilities and other debts
## 5 STAFF

Please provide the following statistics on staff for the current year and the two previous years.

<table>
<thead>
<tr>
<th>Average work force</th>
<th>Year before last</th>
<th>Last year</th>
<th>This year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Overall</td>
<td>Total for fields related to this contract(^{11})</td>
<td>Overall</td>
</tr>
<tr>
<td>Permanent staff(^{12})</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other staff (^{13})</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Permanent staff as a proportion of total staff (%)</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
</tbody>
</table>

This information will demonstrate compliance with the criteria for participation as per Clause 3 of PART B

---

\(^{11}\) Corresponding to the specialisations identified in point 6 below.

\(^{12}\) Staff directly employed by the bidder on a permanent basis.

\(^{13}\) Other staff not directly employed by the bidder on a permanent basis.
### 6 AREAS OF SPECIALISATION

Please fill in the table below to indicate any areas of specialist knowledge related to the selected thematic area. **Maximum 10 specialisations.**

<table>
<thead>
<tr>
<th>Relevant specialisation</th>
<th>Reference number&lt;sup&gt;14&lt;/sup&gt;</th>
</tr>
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<tbody>
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<sup>14</sup> Mention the reference numbers under “7 Project Sheets/Experience” that illustrates the area of specialisation.
7 PROJECT SHEETS/EXPERIENCE

Please fill in the table below to summarise the main projects related to this contract carried out over the past 5 years\(^\text{15}\) by the legal entity making this application. The number of references to be provided must not exceed 15.

<table>
<thead>
<tr>
<th>Ref no (maximum 15)</th>
<th>Project title</th>
<th>Name of legal entity</th>
<th>Country</th>
<th>Overall contract value (GBP)(^\text{16})</th>
<th>Proportion carried out by legal entity(^\text{17}) (%)</th>
<th>No of staff provided</th>
<th>Name of client</th>
<th>Origin of funding/Donor</th>
<th>Dates (start/end)(^\text{18})</th>
<th>Name of consortium members, if any</th>
</tr>
</thead>
<tbody>
<tr>
<td>...</td>
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</tr>
<tr>
<td><strong>Detailed description of project</strong></td>
<td><strong>Type of services provided, including, if applicable, the services and corresponding amounts indicated in this Call for proposal's selection criteria</strong></td>
<td>...</td>
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</table>

\(^{15}\) For framework contracts, only specific contracts corresponding to assignments implemented under such framework contracts shall be considered.

\(^{16}\) The effect of inflation will not be taken into account.

\(^{17}\) If part of a consortium for implementation of the project.

\(^{18}\) If the reference contract is only partially completed, please quote the percentage and value which has been completed.
8 STATEMENT

I, the undersigned, the authorised signatory of the above bidder, hereby declare that we have examined the instructions to bidders.

We understand that our proposal may be excluded if we provide information that is not truthful and/or make false declarations.

<table>
<thead>
<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Signature</td>
<td></td>
</tr>
<tr>
<td>Designation</td>
<td></td>
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<tr>
<td>Date</td>
<td></td>
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</tbody>
</table>
PART F – CV FORMAT

CURRICULUM VITAE (MAX 6 PAGES)

Proposed role in the project:

Family name:
First names:
Date of birth:
Nationality:
Civil status:
Education:

<table>
<thead>
<tr>
<th>Institution (Date from - Date to)</th>
<th>Degree(s) or Diploma(s) obtained:</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

Language skills: Indicate competence on a scale of 1 to 5 (1 - excellent; 5 - basic)

<table>
<thead>
<tr>
<th>Language</th>
<th>Reading</th>
<th>Speaking</th>
<th>Writing</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

Membership of professional bodies:

Other skills: (e.g. Computer literacy, etc.)

Present position:

Years within the firm:

Key qualifications: (Relevant to the project)

Specific experience in the region:

<table>
<thead>
<tr>
<th>Country</th>
<th>Date from - Date to</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
### Professional experience

<table>
<thead>
<tr>
<th>Date from - Date to</th>
<th>Location</th>
<th>Company &amp; reference person(^{(19)}) (name &amp; contact details)</th>
<th>Position</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

Other relevant information (e.g., Publications)

\(^{(19)}\) The Contracting Authority reserves the right to contact the reference persons. If you cannot provide a reference, please provide a justification.
PART G – DEED OF DECLARATION

I [insert name], on behalf of [insert Company Name], declare that:

Our offer remains open for acceptance by Cardno for a duration of at least six months from the date of closure of process.

We have not prepared our proposal with the benefit of information obtained from a current or former employee of Cardno or DFID in circumstances that constitute a breach of confidentiality or fidelity on the part of that person; or with the benefit of information otherwise improperly obtained.

We confirm that we have received consent from every expert included in our proposal. We further confirm that the information provided in this proposal is accurate and truthful and we hereby authorise Cardno to make whatsoever enquiries it may consider reasonable and necessary to undertake in the course of assessment of our proposal.

We have disclosed below (to the best of our knowledge) any matter that may materially affect our performance of the contract, including but not limited to: any security, probity or integrity issue, including current or pending investigations or enquiries by any government, law enforcement, or regulatory body; financial capacity and viability to perform the services.

Disclosure:______________________________________________________________

______________________________________________________________

Signed:
Position:
Dated:
### SCHEDULE 1

<table>
<thead>
<tr>
<th>Programme Title</th>
<th>[Abstract] ([Keywords])</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donor</td>
<td>Department for International Development (DFID)</td>
</tr>
<tr>
<td>Programme Partners</td>
<td>DFID, XXX</td>
</tr>
<tr>
<td>Cardno Ref Number</td>
<td>EMUK10636A</td>
</tr>
<tr>
<td>Service Agreement Number</td>
<td></td>
</tr>
<tr>
<td>[Keywords] Project Activity Number</td>
<td></td>
</tr>
<tr>
<td>Currency of contract / Payment</td>
<td>GBP</td>
</tr>
</tbody>
</table>
| Team Leader | Jasper Cook  
Jasper.cook@cardno.uk.com |
| Programme Director | Gerome Rich  
Gerome.rich@cardno.com |
| Technical Services Manager | TBC |
| Programme Manager | [Company Fax]  
[Company E-mail] |

#### Details of the Service Provider

- **Service Provider**: [Title]
- **Address**: [Title]
- **Country**: [Country]
- **Telephone Number**: [Telephone Number]
- **Fax Number**: [Fax Number]
- **Contact Person**: [Manager]
- **Position**: [Status]
- **Email**: [Email]
- **Consortium members**: Not Applicable / ADD COMPANIES NAMES

#### Service Provider’s Bank Details

- **Account Holder**: [Title]
- **Bank Name and Address**: [Bank Name and Address]
- **Account Number**: [Account Number]
- **BIC/Sort/SWIFT Code**: [BIC/Sort/SWIFT Code]
- **IBAN Number**: [IBAN Number]
- **Currency of Account**: [Currency of Account]
- **Correspondent Bank Name**: [Correspondent Bank Name]
<table>
<thead>
<tr>
<th>(if applicable)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Correspondent Bank SWIFT Code (if applicable)</td>
<td></td>
</tr>
<tr>
<td>Correspondent Bank Address (if applicable):</td>
<td></td>
</tr>
<tr>
<td>Correspondent Bank A/C number (if known)</td>
<td></td>
</tr>
</tbody>
</table>

**Special Conditions**

<table>
<thead>
<tr>
<th>[Keywords]</th>
<th>Project Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terms of Reference</td>
<td>To be specified in call-down contract</td>
</tr>
<tr>
<td>Technical and Financial Proposal</td>
<td>To be specified in call-down contract</td>
</tr>
<tr>
<td>Contract Start Date</td>
<td></td>
</tr>
<tr>
<td>Contract End Date</td>
<td></td>
</tr>
<tr>
<td>Public Liability Insurance</td>
<td>Limit: 2,000,000 GBP</td>
</tr>
<tr>
<td>Professional Indemnity Insurance</td>
<td>Limit: 1,000,000 GBP</td>
</tr>
<tr>
<td>Maximum Value of this Agreement</td>
<td>XXX GBP [Amount in words]</td>
</tr>
<tr>
<td>Names of Expert(s)</td>
<td>ADD Name(s) of Experts to work on this Project/Activity</td>
</tr>
<tr>
<td>Contract type</td>
<td>Lump sum based on Milestones / Fees + re-imburseables / Milestones + re-imburseables / Call down</td>
</tr>
<tr>
<td>Maximum Number of working days</td>
<td>Up to XXX days</td>
</tr>
<tr>
<td>Daily Fee rate</td>
<td>XX.00 GBP per day worked / Not Applicable</td>
</tr>
<tr>
<td>Maximum amount for Fees</td>
<td>XXX GBP [Amount in words]</td>
</tr>
<tr>
<td>Maximum amount for Re-imburseable Expenses</td>
<td>XXX GBP [Amount in words]</td>
</tr>
</tbody>
</table>

**Milestones breakdown of fees**

**Breakdown of Reimbursable Expenses**

**INSERT BREAKDOWN OF RE-IMBURSABLES**

<table>
<thead>
<tr>
<th>Daily subsistence</th>
<th>Perdiem rate as specified above / Reimbursed on actuals</th>
</tr>
</thead>
</table>

**Any other Special Conditions (if applicable)**

**Invoicing Forecasts:**
By the 15th of each calendar month the contractor should provide to Cardno an updated invoice forecast on a monthly basis, for the following twelve month period. It should be based on the anticipated date of submitting invoices for milestones, reimbursables and/or inputs as required. It should include any anticipated invoices for the remaining period of the current month. Forecasts are to be sent to Rebecca.hunt@cardno.com.
### Assets:
Further to the provisions of 12 (j) below:
An “asset” is defined as:
- Having a useful life of more than one year.
- A purchase price or development cost of greater than £1,000, or equivalent in local currency.

For any asset purchased with ReCAP funds the Service Provider is required to maintain a register of assets, available for audit by Cardno and/or DFID, that includes at minimum the item, serial no., purchase price, location, current condition, description of the asset, date of procurement and disposal or handover details. The Service Provider is required to obtain written agreement from Cardno prior to the handover or disposal of any item in the Asset Register.

### Conflict of Interest
By signing this Agreement, the Service provider confirms that none of its' personnel and/or sub-contractors named in their Proposal or this Agreement have been or will be involved in the:

- TOR preparation
- Tender Evaluations
- Review of the Project Outputs
Service Agreement
Between
Cardno Emerging Markets (UK) Ltd
and
[Title]

Each singly a "Party" and together the "Parties".

In respect of the procurement of Services to be provided to

[Abstract]
([Keywords])

This Agreement (hereinafter referred to as the “Agreement”) is made between Cardno Emerging Markets (UK) Ltd (hereinafter referred to as "Cardno") and [Title] (hereinafter referred to as “the Service Provider”).

Whereas Cardno has entered into an agreement with the United Kingdom of Great Britain and Northern Irelands’ Department for International Development (DFID) for the provision of Programme Management services for the [Abstract] ([Keywords]) (hereinafter referred to as “[Keywords]”);

AND, Recognising that the Programme Management Unit (PMU) for the [Abstract] (hereinafter referred to as "[Keywords] PMU") in the United Kingdom undertakes project activities at the request of, and in cooperation with, Programme Partners.

AND, Noting that such Programme Partners have an integral role in the definition of [Keywords] projects but bear no executive or contractual responsibility for the resulting activities.

AND, THAT In accordance with the above arrangements, Cardno wishes to procure certain services to be provided by a service provider, to undertake the assignment for the [Keywords] Project specified in Schedule 1 (referred to as the "Project”).

AND, THAT The Service Provider as detailed in Schedule 1 has agreed to provide such services.

THE PARTIES HEREBY AGREE AS FOLLOWS:

(a) Appointment, Commencement and Duration

(a) Cardno hereby appoints the Service Provider to provide services as outlined in the Technical and Financial Proposals submitted by the Service Provider (Annex 2) and Terms of Reference (referred to as "TOR") attached to this Agreement (Annex 1).

(b) This Agreement shall commence on the date when it has been signed by both Parties unless specific date (Contract Start Date) provided in Schedule 1 and shall be concluded by the Contract End Date as specified in Schedule 1, unless terminated or extended in accordance with the provisions of this Agreement.
(b) Obligations of the Service Provider

The Service Provider shall:

I. carry out the tasks, referred to in Clause 3;
II. exercise reasonable skill and care in implementing the Project;
III. comply with the accounting and reporting systems as required by the [Keywords] PMU;
IV. observe and comply with all applicable laws and regulations affecting the activities to be undertaken by the Service Provider arising out of and in connection with the Project;
V. Within the definition of the Terms of Reference and without the necessity to carry out any further surveys or the like, use their reasonable endeavours to ensure that the Project does not have a negative impact on other businesses or activities;
VI. Within the definition of the Terms of Reference and without the necessity to carry out any further surveys or the like, use their reasonable endeavours to ensure that the Project has no adverse effects on the local environment in the country where the Project is being implemented; and
VII. If Cardno or DFID considers any member of the Service Provider is unsuitable, substitute such member as quickly as reasonably possible without direct or indirect charge to Cardno or DFID with a replacement acceptable to Cardno or DFID as the case may be.

(c) Scope of Work and Responsibilities

(a) The Service Provider shall perform the tasks elaborated in the TOR (Annex 1) / Proposal (Annex 2) (referred to as the “Scope of Services”).

(b) Where a conflict exists between the Technical and Financial Proposals and the TOR, the Technical and Financial Proposals shall take precedence unless stated otherwise in the Schedule 1.

(c) The milestone and progress deliverables are listed in the TOR (Annex 1) / Proposal (Annex 2).

(d) Confidentiality

(a) The Service Provider shall treat all documents and information received in connection with this Agreement as private and confidential, unless such documents / information is or becomes part of the public domain other than by the Service Provider in breach of this Agreement.

(b) The Service Provider shall not, save in so far as may be necessary for the purposes of the Agreement's execution or unless disclosure is compelled by a competent authority or court order, publish or disclose any particulars of this Agreement without the prior consent in writing of Cardno.

(c) If any disagreement arises as to the necessity for any publication or disclosure for the purpose of the Agreement, the decision of Cardno shall be final, though such decision shall not be unreasonable.

(e) Publicity

(a) The Service Provider shall adhere to the reasonable written instructions provided by Cardno to the Service Provider from time to time concerning:

(a) the use of DFID's name and logo;
(b) the use of the [Keywords] logo;
(c) the use of Cardno's logo; and
(d) how reference to DFID, [Keywords] and/or Cardno should appear in any reports, presentations and promotional material produced by the Service Provider in connection with the Project.

(b) The Service Provider agrees to acknowledge DFID’s support in its annual report and accounts covering the period of this Agreement.

(c) DFID and/or Cardno may refer to the Service Provider, or the individual members of it’s Consortium and the Project in its publicity material. The Service Provider will procure that the members of the Consortium agree to DFID’s and Cardno’s rights under this Clause.

(d) The Service Provider or the individual members of the Consortium may include reference to the Project in its publicity material with the prior approval of Cardno.

(f) Indemnification

(a) In this Clause, a reference to Cardno shall include all of the entities within Cardno’s Group and the provisions of this Clause shall be for the benefit of Cardno and each member of Cardno’s Group, and shall be enforceable by each such member, in addition to Cardno. This Clause also benefits DFID.

(b) The Service Provider shall indemnify Cardno and DFID against all liabilities, costs, expenses, damages and losses (including any direct indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Cardno and/or DFID arising out of or in connection with:

(a) any breach of the warranties contained in this Agreement;
(b) any claim made against Cardno or DFID for actual or alleged infringement of a third party’s intellectual property rights arising out of or in connection with Cardno’s or DFID’s use of the Project Materials;
(c) any claim made against Cardno or DFID by a third party arising out of or in connection with the implementation of the Project, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance, by the Service Provider their employees, agents, consultants or subcontractors;
(d) any claim made against Cardno or DFID by a third party engaged by the Service Provider in any capacity including as an employee, agent, consultant or subcontractor relating to the termination of their engagement; and
(e) any claim made against Cardno or DFID relating to the death or injury of any person engaged by the Service Provider in any capacity including as an employee, agent, consultant or subcontractor save to the extent that the relevant person’s death or injury was caused by the negligence of Cardno or of DFID.
(c) the Service Provider’s liability to Cardno or DFID will be reduced proportionally to the extent that a negligent act or omission of or breach by Cardno, DFID, its employees or its agents caused or contributed to the relevant loss, damage, liability, claim action proceeding cost or expense.

(d) Except where there has been misconduct, gross negligence, dishonesty or fraud on behalf of the Services Provider or the Service Provider’s Personnel the Service Provider’s liability under this Agreement shall be limited to the limit of the applicable insurance policy required to be maintained under this Agreement.

(g) Access and Audit

I. The Service Provider shall keep accurate and systematic accounts, files and records relating to the Project Records. The Records shall clearly identify, among other things, the basis upon which invoices have been calculated and all expenditure incurred on the Project and the Service Provider shall keep the Records throughout the duration of this Agreement and for seven years following its termination.

II. The Service Provider shall upon request provide Cardno and/or its representatives and DFID and/or DFID’s representatives and the UK’s National Audit Office and/or the UK’s National Audit Office’s representatives unrestricted access to the Records so that the Records may be inspected and copied. The Service Provider shall, and shall procure that the members of the Consortium shall, co-operate fully in providing to Cardno and/or its representatives and DFID and/or DFID’s representatives and the UK’s National Audit Office and/or the UK’s National Audit Office’s representatives answers to such enquiries as may be made about the Records and about any other information relating to the Project.

III. Where it is found by Cardno and/or its representatives and DFID and/or DFID’s representatives and the UK’s National Audit Office and/or the UK’s National Audit Office’s representatives that any overpayment has been made to the Service Provider, the Service Provider shall reimburse Cardno such amount within 28 days of the date of a written demand from Cardno.

IV. The whole or part of the Project Funds shall be repaid by the Service Provider on the demand of Cardno if any Records or other information show to the satisfaction of Cardno that the whole or part of the Fees has been directly or indirectly misapplied or misappropriated by the Service Provider and/or the other members of the Consortium or by subcontractors or agents engaged by the Service Provider and/or the other members of the Consortium.

(h) Anti-Corruption

(a) The Parties agree, represent and warrant on a continuing basis that in connection with any matter pertaining directly or indirectly to this Agreement including the fulfilment of their obligations under this Agreement:

(a) they have not violated and undertake that they will not violate any applicable anti-bribery laws and regulations, including the UK’s Bribery Act 2010 and other analogous legislation in other jurisdictions in force in the jurisdictions where the Service Provider is domiciled and operates.
(b) they have not and undertake that they shall not engage in any of the following conduct: making of payments or transfers of value, offers, promises or giving of any financial or other advantage, or requests, agreements to receive or acceptances of any financial or other advantage, either directly or indirectly, which have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in bribery, extortion, facilitation payments or other unlawful or improper means of obtaining or retaining business, commercial advantage or the improper performance of any function or activity; and

(c) they shall procure the compliance with the above obligations from their own affiliates, associated persons, agents or subcontractors as may be used for the fulfilment of their obligations under this Agreement.

(b) The Service Provider represents and warrants that each member of the Consortium (if applicable) has agreed to abide by anti-bribery provisions that are no less stringent than the provisions set out in this Clause.

(i) Intellectual and Industrial Property Rights

a. The Project materials (referred to as the “Project Materials”) produced by the Service Provider as part of the Scope of Services shall be the property of the Service Provider and its licensors. Project Materials refer to all material including reports, data, documents and designs (whether or not electronically stored) and any software produced by the Service Provider including employees, agents and subcontractors in connection with the Project.

b. The Service Provider hereby grants DFID and Cardno a worldwide, non-exclusive, irrevocable, perpetual, royalty-free licence to Use the Project Materials.

c. For the purposes of above Clauses, “Use” shall mean the reproduction, publication, sub-licence and transfer of or other dealing with the Project Materials and the intellectual property rights therein, including the production and sale of the Project Materials and products incorporating the same for use by any person or for sale or other dealing anywhere in the world.

d. The Service Provider warrants that it has the authority to grant the licences referred to in the above Clauses.

(j) Insurance

(a) The Service Provider shall be responsible for all of its own insurance, and for all health-related expenses incurred directly or indirectly in the fulfilment of the Agreement.

(b) If required by Schedule 1, the Service Provider shall possess Professional Indemnity Insurance (PI), Public Indemnity Insurance (PII) and Public Liability Insurance (PLI) of no less than the amount specified in Schedule 1.

c. The PMU, CARDNO, DFID and the Programme Partners shall have no liability for payment of the premiums or deductibles of any of the Service Provider’s insurances.
(k) Reports and Deliverables

1. The Service Provider shall deliver services, milestones and reports in accordance with their Proposal (Annex 2) / the TOR (Annex 1).

2. The Service Provider will submit the reports in soft copy to the [Keywords] Technical Services Manager and copied to the Team Leader as stipulated in the Proposal (Annex 2) / TOR (Annex 1) or, if not specified in these documents, at the end of their assignment.

3. The Service Provider shall submit the Milestone Approval Form (see Annex 3) on completion of each Milestone as per Schedule 1 to the Technical Services Manager for approval.

(l) Payments

1. The total value of the project shall not exceed amount specified in the Schedule 1, inclusive of VAT and other taxes. This amount comprises professional fees and reimbursable expenses as detailed in Schedule 1.

2. Subject to the Service Provider complying with its obligations under this Agreement and subject to DFID providing appropriate funding for the Project, Cardno will pay the Service Provider the fee part of the contract following completion of the relevant milestones as detailed in Schedule 1.

3. Relating to Reimbursable Expenses (Categories and maximum amounts are defined in the Schedule 1):
   (a) Payment shall be made monthly on presentation of an invoice attaching evidence of expenditure in the form of original invoices and receipts.
   (b) Daily subsistence allowances (if applicable, see Schedule 1), covering accommodation, meals, airport tax, laundry and sundry expenses, shall be paid at the per diem rate for each night spent away from home excluding nights spent in international travel. This should be recorded on the timesheets submitted.
   (c) Air fares (if applicable, see Schedule 1) will be reimbursed against submission of the air ticket and boarding passes (or alternatively a certified copy of passport stamps for entry/exit). Air travel will be by Economy Class and the most direct route.
   (d) All other allowable expenses will be reimbursed at cost on submission of a claim for reimbursable costs accompanied by proof of payment to include original invoices, timesheets and receipts.

4. Expenses arising in foreign currency shall be reimbursed in GBP at the exchange rate stated in the London Financial Times “Guide to World Currencies” on the Friday immediately preceding the date on which the purchase was made or services acquired, or if on a Friday, at the rate stated on that day.

5. Payments due by CARDNO/[Keywords] shall be made to the bank account as specified in Schedule 1.

6. Sums due shall be paid within no more than 30 days from the date on which both the completed invoice with attachments is received and the milestone deliverable is approved by [Keywords] using the Milestone Approval Form (Annex 3).
7. Each invoice shall include the following information:
   
   I. Service Provider’s name and address;
   
   II. Service Agreement Number (As specified in Schedule 1);
   
   III. Project Activity Number (As specified in Schedule 1);
   
   IV. The period covered by the invoice and the invoice date;
   
   V. Description of service and deliverable.
   
   VI. Full banking details to where payment is to be made, including name, branch and number of bank account, full address and telephone number of bank and IBAN, BIC and SWIFT codes as appropriate.

8. No payment will be made to the Service Provider unless an invoice has been submitted.

9. The Service Provider represents and warrants that the funds received from Cardno/[Keywords] will be used solely for the purposes of implementing the Project.

10. The Service Provider shall ensure any equipment purchased for the Project shall remain the unencumbered property of the Service Provider throughout the duration of this Agreement.

   (m) Taxes

   (a) The Service Provider shall be responsible for accounting to the appropriate authorities for all income tax or other taxes arising from payments by Cardno or [Keywords] PMU to the Service Provider.

   (b) The Service Provider hereby indemnifies Cardno and associated agents against all losses, claims, liabilities, damage, expense arising from taxation in respect of payments made to the Service Provider under the terms and conditions of the agreement.

   (n) Amendment

   I. No amendment of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

   II. Where the amendments will result in an increase in the scope of work required, the appropriate adjustments may be made to the time periods allowed and the corresponding remuneration, upon mutual agreement by both Parties in writing and on the basis of the rates in the Service Provider’s proposal.

   III. The Service Provider shall not be required to commence any amendment to the Scope of Services until such time as Cardno have given their written approval of the fees and prolongation for the period to implement the project.
(o) Termination of Agreement

- Cardno may terminate this Agreement at any time by giving notice in writing to the Service Provider referring to this Clause. In such circumstances the Service Provider will be entitled to claim all costs properly and necessarily incurred and paid in connection with the Project prior to the date of termination, together with all costs properly and necessarily committed and paid beyond the date of termination, provided that such commitments are made prior to receipt of the notice of termination. The Service Provider must agree the schedule of costs incurred and committed with Cardno before these can be claimed. Only costs to be covered by the Agreement can be claimed.

- If DFID suspends or terminates the DFID Contract, Cardno may immediately suspend or terminate this Agreement by giving notice in writing to the Service Provider referring to this Clause. In such circumstances the Service Provider shall provide Cardno within 30 days after Cardno notifies the Service Provider of the suspension or termination of this Agreement with a statement certified by a Director of the Service Provider as being true and complete of the costs, if any, due to the Service Provider from Cardno up to the date of this Agreement’s suspension or termination.

- Cardno shall use its reasonable endeavours to recover payment of the costs referred to in Clause 15(b) from DFID and, upon receipt of such payment from DFID and upon receipt of an invoice for such costs from the Service Provider, Cardno shall pay the Service Provider the amount of such costs.

- Cardno may immediately terminate this Agreement by notice in writing to the Service Provider and shall be under no obligation to pay all or any part of the Project Funds and the Service Provider shall, at Cardno’s discretion, repay to Cardno such amount of the Fees as Cardno shall direct if:

  (a) without the prior written consent of Cardno, a change is made by the Service Provider which Cardno considers is a Substantial Change;
  
  (b) any claim is based on misleading information or falsified documentation or is made in respect of costs which have not actually been incurred after the date on which this Agreement was made, and discharged by payment by the Service Provider on or before the date of claim;
  
  (c) the Service Provider fails to inform Cardno in writing of any other funding received in relation to the Project to assist towards or otherwise defray the costs of the Project in addition to those already disclosed to Cardno;
  
  (d) the Service Provider at any time during the Project goes into liquidation, is dissolved or enters into any arrangements with its creditors;
  
  (e) the Service Provider, without the consent in writing of Cardno, assigns or transfers or causes to be assigned or transferred this Agreement or any part, share or interest therein;
  
  (f) there is a change in the beneficial ownership of more than 50% of the issued share capital of the Service Provider or either member of the Joint Venture a change in the legal power to direct or cause the direction of the general management of the Service Provider;
  
  (g) the Project is terminated without having been satisfactorily completed according to the activities and objectives as detailed in Annex 1;
  
  (h) the Service Provider either directly or through its servants, agents or sub-contractors commits any breach of its obligations under this Agreement and fails to remedy such breach within 14 days of being notified by Cardno to remedy such breach; or
  
  (i) the Service Provider uses any part of the Project Funds for any purpose other than the purposes set out in this Agreement.
(j) Within 7 days of the termination of this Agreement the Service Provider shall provide to Cardno copies of any Project Materials not already supplied to Cardno.

- The Service Provider may after providing 30 days’ notice to Cardno terminate this agreement in the following events:

(a) A breach of Clause 8 by Cardno.

(b) Where the payment of an invoice that has not been disputed in writing has not been received by the Service Provider by the due date, according to Clause 12(f).

- Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

(p) Dispute Resolution

I. Any dispute arising from, or in connection with the interpretation or operation of this Agreement shall be resolved amicably by both Parties through a process of negotiation.

II. Where the Parties fail to reach an amicable solution within a period of fourteen (14) days upon declaring such dispute shall be referred to and finally resolved by arbitration under the The London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this Clause.

> The number of arbitrators shall be one.

> The seat, or legal place, of arbitration shall be London, UK.

> The language to be used in the arbitral proceedings shall be English.

III. The decision of the arbitrators shall be final and binding upon all Parties.

(q) Governing law

I. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Law of England and Wales.
(r) Notices and Requests

(a) Any notice or other communication in writing to be given under this Agreement shall be in English and delivered by courier to the relevant party’s registered office; or sent by email.

(b) Any notice or communication shall be deemed to have been received

   a. if delivered by courier, on signature of a delivery receipt;
   b. if delivered by email, at the time on which the email was sent.

(c) To prove that service was affected by email, the sender must receive written confirmation from the recipient that the recipient received the relevant email. Written confirmation from the recipient may be in the form of an email.

(s) Domicilium

(a) The Parties select as their respective domicilia citandi et executandi the following physical addresses, and for the purposes of giving or sending notice provided for or required for legal process, the said physical addresses as well as the following contact details –

Cardno:
Cardo Emerging Markets (UK)
Oxford House
Thame
OX9 2AH
UK

   Telephone: +44 1844 216500
   Telefax: +44 1844 261593
   Email: [Company E-mail]

Marked for the attention of: [Company Fax], Programme Manager

SERVICE PROVIDER: As Specified in Schedule 1.

(t) Force Majeure

(a) Subject to Clause 20(b) a Force Majeure Event means any event occurring beyond the reasonable control of a party including war, riots, civil disorder, acts of terrorism, other malicious acts or damage, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, failure of the electrical supply, confiscation or any other action by government agencies.

(b) A Force Majeure Event shall not include the following: (a) any event caused by the negligence or intentional action of the party wishing to claim that the event is a Force Majeure Event or any event caused by such party’s agents or employees or (b) any event which a diligent person with the expertise, resources and experience of the party wishing to claim that the event is a Force Majeure Event could reasonably have been expected to (i) take into account at the time that this Agreement was entered into or (ii) avoid or overcome.

(c) Provided it has complied with Clause 20(d), if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

(d) The Affected Party shall:

   (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 7 days from its start, notify the other Party in writing of the Force Majeure Event, the
date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Agreement; and

(b) Use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

(e) If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the Party not affected by the Force Majeure Event may suspend or terminate this Agreement by giving 1 week’s written notice to the Affected Party.

(u) Assignments and Subcontracting

(a) The Service Provider shall not assign, sublet or transfer any right or obligation under this Agreement without the prior written consent of Cardno, which consent shall not be unreasonably withheld.

(b) Unless specifically stated to the contrary in any written consent to an assignment by Cardno, no assignment shall release or discharge the Service Provider from any obligation under this Agreement.

(v) Third Party Rights

I. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, with the exception of DFID, the Cardno Group and the UK National Audit Office, as stipulated in the relevant Clauses of this Agreement.

II. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

(w) Entry into Force

1. This Agreement shall enter into force on the date of signature by all Parties.

(x) Waiver

12 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
13. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of this Agreement.

(y) Acceptance of Agreement

1. All parties shall indicate acceptance of the terms of this Agreement by initialling on the bottom of each page and by signing the last page of this Agreement.

IN WITNESS WHEREOF, the Parties’ representatives, being so duly authorized, have caused this Agreement to be signed in their respective names in two originals in the English language as of the day and year first below written.

For and on behalf of
Cardno Emerging Markets (UK) Ltd

For and on behalf of

Mr George Mukkath
DIRECTOR

Date: