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## **Title of Tender:**

**SUPERVISION OF THE REHABILITATION OF THE RUBEGO-NYAMIYAGA-MUSENYI  
DRINKING WATER SUPPLY SYSTEM IN NYAMAGABE DISTRICT.**

**Source of funding:** USAID

**Procuring Entity:** Water For People

**Tender Reference Number:** WFP/TN005/2024

**Procurement Method:** OPEN COMPETITIVE TENDERING

**Date of Issue:** 25<sup>th</sup> April 2024

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## Section I. Instructions to consultants

### 0. Definitions

- (a) "Client/Procuring Entity" means the agency with which the selected Consultant signs the Contract for the Services.
- (b) "Consultant" means any entity or person that may provide or provide the Services to the Client under the Contract.
- (c) "Contract" means the agreement between the procuring entity and the successful bidder.
- (d) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (e) "Day" means calendar day including holidays unless provided otherwise.
- (f) "Government" means the Government of the Republic of Rwanda.
- (g) "Instructions to Consultants" (Section 2 of the RFP) means the document that provides Consultants with all information needed to prepare their Proposals.
- (h) "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the Consultants.
- (i) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country.
- (j) "Proposal" means the Technical Proposal and the Financial Proposal.
- (k) "RFP" means the Request for Proposal to be prepared by the Client for the selection of Consultants, based on the Standard Request for Proposals.
- (l) "SRFP" means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.
- (m) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (n) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services.
- (o) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective

responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

## **1. Introduction**

- 1.1. The Client/ Procuring entity named in the Data Sheet will select a consulting Consultant/ organization (the Consultant) in accordance with the method of selection specified in the Data Sheet.
- 1.2. The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3. Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants must be presented in a site visit before submitting a proposal.
- 1.4. The Consultant will timely provide at no cost to the contractor the inputs and facilities specified in the Data Sheet, assist the contractor in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5. Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- 1.6. Ethics and mandatory requirements

A bidder who appears on the lists maintained by the UN Security Council, the Office of Foreign Assets Control (OFAC), and the System Award Management (SAM) will be disqualified.

USAID requires that Suppliers, Contractors, and Consultants comply with the requirements and reporting obligations of the following USAID Standard Provisions for non-US organizations (a copy of which is attached as Exhibit C):

- M1. Allowable Costs (November 2020) - Applicable if the contract will be cost-reimbursable.
- M2. Accounting, Audit, and Records (March 2021) - Applies to contracts above \$10,000.
- M6. USAID Eligibility Rules for Procurement of Commodities and Services (May 2020)
- M7. Title To and Use of Property (December 2014)
- M12. Debarment and Suspension (June 2012)
- M14. Preventing Transactions With, or the Provision of Resources or Support To, Sanctioned Groups and Individuals (May 2020)

- M15. Trafficking in Persons (April 2016)
- M18. Non-Discrimination (June 2012)
- M20. “Limiting Construction Activities” (August 2013)
- M22. Enhancement of Grantee Employee Whistle-blower Protections (December 2022)
- M24. Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (May 2017)
- M26. Mandatory Disclosures (December 2022)
- M27. Non-discrimination Against Beneficiaries (November 2016)
- M29. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment (July 2022)
- RAA9. Travel and International Air Transportation (December 2014) - This applies if international air travel costs will be paid under the contract.
- RAA10. Ocean Shipment of Goods (June 2012) - Applies if ocean transportation for goods will be paid under the contract.
- RAA11. Reporting Host Government Taxes (June 2012)
- RAA18. Standards for Accessibility for the Disabled in USAID Assistance Awards Involving Construction (September 2004)
- RAA28. Contract Provision for DBA Insurance Under Recipient Procurements (December 2014)

## **Proposal**

- 1.7. Consultants may bid for more than one lot.

### **Proposal Validity**

- 1.8. The Data Sheet indicates how long the Consultants’ Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of professional staff nominated in the proposal. The client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such an extension shall certify that they maintain the availability of the professional staff nominated in the proposal, or in their confirmation of the extension of validity of the proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award.

## **2. Clarification and Amendment of RFP Documents**

- 2.1. Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants that attended the site visit. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.
- 2.2. At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants who attended the site visit and will be binding on them. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

## **3. Preparation of Proposals**

- 3.1. The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language specified in the Data Sheet.
- 3.2. In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in the rejection of a Proposal.
- 3.3. While preparing the Technical Proposal, Consultants must give particular attention to the following:
  - (a) If a consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non- Consultant(s), or (b) Consultants if so indicated in the Data Sheet. In case of association with non-Consultant(s), the Consultant shall act as an association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture. All the members should meet the evaluation requirements.
  - (b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown as required.

### **Language**

- (c) Documents to be issued by the Consultants as part of this assignment must be in English as specified in the Reference Paragraph of the Data Sheet. It is desirable that the Consultant's Personnel have a working knowledge of the Kinyarwanda language.

## **Technical Proposal Format and Content**

- 3.4. Depending on the nature of the assignment, Consultants are required to submit a Standard Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paragraphs from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter-size paper.
- (a) A brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, the duration of the assignment, the contract amount, and the Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporation or as one of the major Consultants within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting Consultants cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
  - (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, including administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
  - (c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
  - (d) **The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).**
  - (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
  - (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).

(g) A description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

3.5. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared nonresponsive.

### **Financial Proposals**

3.6. The Financial Proposal shall be prepared using the attached Standard Forms (Section 4) and be submitted in PDF (Protected format). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

### **Taxes**

3.7. The Consultant is subject to local taxes (such as value added or sales tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract.

3.8. Consultants may express the price of their services in the currency specified in the Data sheet. The Client may require Consultants to state the portion of their price representing local cost in the national currency if so, indicated in the Data Sheet.

3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.



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

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting. The correction of errors will not be applicable. Any bid with errors will directly be disqualified. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the proposal or in any other form demonstrating that the representative has been duly authorized to sign.
- 4.3 Site visit

The bidder, at the bidder's responsibility and risk, must visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering a contract for the rehabilitation of the Works. The costs of visiting the site shall be at the bidder's own expense. The site visit is planned on 30 April 2024 (The departure point is Nyamagabe District Head quarter @10 AM sharp.

- 4.4 The Technical Proposal shall be attached and sent clearly marked "TECHNICAL PROPOSAL" Similarly, the Financial Proposal shall be placed on the attachment clearly marked "FINANCIAL PROPOSAL" followed by the Lot number and the name of the assignment in a protected format. All bids will be submitted online not later than 10<sup>th</sup> May 2024 at 4:59PM Kigali time through email [rwprocurement@waterforpeople.org](mailto:rwprocurement@waterforpeople.org). No hard copies will be accepted. The Financial proposal should be protected by a password and that password will be provided by the bidder during the public opening of the financial bids. All forms and documents must be in PDF. The detailed tender documents will be obtained from the link embedded in the tender advert. Bidders will be required to provide all valid mandatory administrative documents, proof of financial capacity, equipment, as well as key personnel as mentioned in the BDS.
- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet. Any proposal received by the Client after the deadline for submission should be rejected.
- 4.6 The Client will open in public the financial Proposal on 14<sup>th</sup> May 2024 at 10 AM in the Water For People office.

## **5. Proposal Evaluation**

- 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for the award of the Contract may result in the rejection of the Consultants' Proposal.

### **Evaluation of Technical Proposals**

- 5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (TS). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.

### **Financial Proposals**

- 5.3 Following the ranking of technical Proposals, the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under clause 6 of these Instructions.

## **Opening and Evaluation of Financial Proposals**

5.4 Before the expiry of the bid validity period and after the evaluation of bidders (both technical and financial), the PE shall simultaneously notify the successful and unsuccessful bidders of the provisional outcome of the bid's evaluation.

The notification must specify that the major elements of the procurement process may be made available to bidders upon request, and they have seven (7) days to lodge a complaint, if any, before a contract is signed with the successful bidder. Financial Proposals of consultants that met the minimum qualifying mark or were considered responsive to the RFP and TOR shall be evaluated after 7 days of technical scores notification.

5.5 All bids with computational or numerical errors will be directly disqualified. In addition, all activities and items described in the Technical Proposal, but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, the bids will directly be disqualified.

5.6 The bidder, to be able to qualify for financial evaluation, must at least obtain a minimum score of 80 out of 100 in the administrative and technical evaluation. However, the marks obtained during the technical evaluation do not influence in any way the financial evaluation. The lowest and most responsive bidder included in the financial evaluation will be awarded.

## **6. Negotiations**

6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, certify the availability of all Professional staff. Failure to satisfy such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

### **Technical negotiations**

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, the work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

### **Financial negotiations**

6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the

Consultant's tax liability in the Republic of Rwanda and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services.

### **Availability of Professional staff/experts**

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of the proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

### **Conclusion of the negotiations**

6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will sign the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second-highest score to negotiate a Contract.

## **7. Award of Contract**

7.1 After completing negotiations, the Client shall award the Contract to the selected Consultant, and promptly notify all Consultants who have submitted proposals.

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

## **8. Confidentiality**

Information relating to the evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of the Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to sanctions under relevant law, policy and regulations.

## Section II. Data Sheet

Paragraph Reference	
1.1	Name of the Client: <i>Water For People</i> Method of selection: <i>Quality and Cost Based Selection (QCBS)</i>
1.2	Financial Proposal to be submitted together with Technical Proposal: Yes.  All forms and documents must be in PDF. The financial proposal must be submitted in a protected format. The password will be provided by the bidder during the public opening of the financial bids planned on 14/05//2024 @10AM Local time at Water For People Office. The presence of all bidders in the opening session is mandatory. Results will be communicated to bidders via official email once the evaluation is completed.  Supervision for the rehabilitation of <b>RUBEGO-NYAMIYAGA-MUSENYI DRINKING WATER SUPPLY SYSTEM IN NYAMAGABE DISTRICT.</b>
1.3	A pre-proposal conference will be held: NO  Is there any pre-bid conference: No
1.4	The Client/ Consultant will provide the following inputs and facilities: <b>see Terms of Reference</b>
1.6.1	The Client envisages the need for continuity for downstream work: <b>NO</b>
1.11	Proposals must remain valid <b>120 calendar days</b> after the submission date.
2.1	For <b><u>Clarification of bid purposes</u></b> only, use the official contact in datasheet. After the publication of the tender notice, any bidder that attended the site visit (Refer to the advert for the visiting date) may ask the procuring entity to provide explanations as to the content of the tender document within three-sixths (3/6) of the deadline period for the submission of tenders from date of tender notice publication.  The address for requesting clarifications is: <a href="mailto:rwprocurement@waterforpeople.org">rwprocurement@waterforpeople.org</a>
3.1	Proposals shall be submitted in <b>ENGLISH</b>

<b>3.3 (a)</b>	Consultant may associate with other Consultants: <b>Yes</b>
<b>3.3 (b)</b>	The estimated number of key personnel is: <b>see Term of Reference</b>
<b>3.4</b>	The format of the Technical Proposal to be submitted is: <b>Standard Technical Proposal (STP)</b>
<b>3.4 (g)</b>	Training is a specific component of this assignment: <b>NO</b>
<b>3.6</b>	<p>Include all costs related to the assignment in the financial proposal such as (but not limited to):</p> <ol style="list-style-type: none"> <li>(1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the Republic of Rwanda for purposes of the Services;</li> <li>(2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;</li> <li>(3) cost of office accommodation, all investigations and all surveys;</li> <li>(4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services;</li> <li>(5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services;</li> <li>(6) cost of printing and dispatching of the reports to be produced for the Services;</li> <li>(7) other allowances where applicable and provisional or fixed sums (if any); and</li> <li>(8) Cost of such further items required for purposes of the Services not covered in the foregoing.</li> </ol>
<b>3.7</b>	Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: <b>YES</b>
<b>3.8</b>	Consultant to state all costs in the national currency: <b>YES</b>

<b>4.3 Consultant must submit both the Technical Proposal and Financial Proposal: Yes</b>
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**5.2 Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:**

**TECHNICAL EVALUATION OF BIDS**

**NB:** The Technical Proposal must not include any financial information.

The evaluation of the technical bids will take place in two stages:

**STEP I: ANALYSIS OF THE ADMINISTRATIVE COMPLIANCE**

The Evaluation Committee will first review the technical proposal to determine if all required documents have been submitted, they are consistent, valid and duly signed. Absence, non-compliance, or the validity of a threshold document classified as "administrative" will reserve the right to the client to reject the offer. Any offer rejected at the end of this stage will be excluded from further evaluation.

**Evaluation criteria**

<b>Descriptions</b>	<b>Mandatory (Major) required to be qualified for technical evaluation</b>	<b>Yes/No</b>
Company registration certificate RDB	✓	
Valid good standing certificate issued by RDB	✓	
Valid tax clearance RRA certificate	✓	
VAT registration certificate	✓	
Valid Clearance certificate issued by RSSB	✓	
Companies Categorization issued by RPPA (consultancy services related to water supply, Category C or D)	✓	
Notarized copy of the certificate of registration as consultant in the field of studies of civil works certified by the National Council of Engineering (Practicing certificate) still valid.	✓	
List of equipment to be provided by the Consultant Firm with proof of possession or notarized leasing contract of One Pick up or Jeep	✓	
Proof of Office address with notified office rental contract	✓	
Presence in opening session	✓	
Certificate of site visit	✓	
JV agreement if applicable	✓	

## STEP II: TECHNICAL EVALUATION

To be admissible, the technical proposals should have received a score of at least 80% of points. Technical proposals will be evaluated based on the following criteria.

### I. The essential equipment: /10 Points

The essential equipment (The bidder must provide proof of possession/hiring of each material.	10
One Pick up or Jeep (Per lot)	5
Wheel meter	2
DGPS	3

### II. Specific company experience /45 points

	<b>Proof of company working experience in the field</b>	<b>45</b>
	The specific experience of the company in the area covered by the mission (supervision of works of construction of buildings) is justified by a notarized good completion certificate accompanied by related contracts.	
1	At least 3 similar works and the same complexity of the project (value on the certificate should be equal to or greater than the bid amount)	45
2	At least 2 similar works and the same complexity of the project (value on the certificate should be equal or greater than the bid amount)	35
3	1 similar work and same complexity of the project (value on the certificate should be equal to or greater than the bid amount)	20
4	The company which will not present at least one certificate of similar works will be disqualified.	0

### III. Adequacy of the proposed methodology and work plan responding to the Terms of Reference: /15 points

	<b>Adequacy of the proposed methodology and work plan responding to the Terms of Reference:</b>	<b>15</b>
1	Proposed methodological approach followed by a work plan of the activities to be carried out and the intervention time of the proposed personnel (TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment):	4
2	Team composition and task assignments (TECH-5 Team Composition and Task Assignments)	4
3	Activity schedule (TECH-8 Work Schedule)	2
4	Staff schedule (TECH-7 Staffing Schedule)	3
5	Comments and Suggestions of consultants on the terms of reference and on data, services, and facilities to be provided by the procuring entity (TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client)	2



**IV. Qualifications and experience of the key personnel proposed for the mission: /30 points**

<b>1</b>	<b>Project Manager</b>	<b>10</b>
	He/she should have a bachelor's degree (A <sub>0</sub> ) in Civil Engineering or water supply engineering, with at least seven (7) years of specific experience in the related field of technical construction or supervision of water supply construction/ rehabilitation works. Assuming the responsibilities of the Project Manager. He/she must have working at least five projects of construction of water supply systems proven by certificates of service rendered, He / She Should be certified and registered in the Institute of Engineers Rwanda and present his certificate of membership in 2024:	
	Notarized academic certificate + Notarized valid certificate of IER+ copy of ID + availability	4
	General proven experience of seven years + Signed and updated CV	2
	Specific experience in supervision of works related to construction and rehabilitation of WSS proven by to whom it may concern (notarized certificate of service rendered) for five projects	4
<b>2</b>	<b>Permanent site manager</b>	<b>10</b>
	Notarized academic certificate+ notarized valid certificate of IER + copy of ID + availability certificate	4
	General proven experience of 5 years + signed and updated CV	2
	Specific experience in execution or supervision of works related to construction and rehabilitation of WSS proven by to whom it may concern (notarized certificate of service rendered) for three building construction/rehabilitation supervision of WSS works projects.	4
<b>3</b>	<b>Environmentalist</b>	<b>5</b>
	Notarized academic certificate+ Notarized valid certificate of RAPEP as lead expert	1
	Experience of five years+ signed updated CV	1
	Specific experience in supervision of works related to drinking water supply systems.	3
<b>4</b>	<b>Surveyor</b>	<b>2.5</b>
	Notarized academic certificate+ Notarized valid certificate of ROLS	0.5
	Experience of five years+ signed updated CV	1
	Specific experience in supervision of works related to drinking water supply systems.	1
<b>5</b>	<b>Sociologist</b>	<b>2.5</b>
	Notarized academic certificate	0.5
	Experience of five years+ signed updated CV	1
	Specific experience in supervision of works related to drinking water supply systems.	1

**Note:**

1. The key personnel must have a detailed CV, updated and signed by the holder with the notified copy of the certification of their qualification as stated above, a copy of their Identity card and a signed certificate of availability by key personnel.
2. The degrees of engineers must be accompanied by their notarized copies of valid practicing certificates of the Institute of Engineers in Rwanda.
3. Degree issued by foreign institutions will only be considered if they are presented with their equivalences in Rwanda.
4. For all the staff to be provided in the proposal, only experience(s) with a copy of the certificate of good completion will be considered.
5. The bidder must attain a minimum score of 70% for each of the technical evaluation marks scoring sections: Key personnel; Work experience; and Equipment.
6. The bidder must achieve a minimum aggregate score of 80% in the technical evaluation.

The lowest responsive bidder in the financial evaluation will be selected for the award

**TOTAL 100 Points**

<b>5.6</b>	The currency to be used is: <b>Rwanda Francs</b> The source of official selling rates is <b>NA</b> The date of exchange rates is <b>NA</b>
<b>5.7</b>	The bidder to be able to qualify for financial evaluation must have all the required administrative documents and at least obtain a minimum score of 80 out of 100 in technical evaluation. However, the marks obtained during the technical evaluation do not influence in any way the financial evaluation. The lowest and most responsive bidder included in the financial evaluation will be awarded
<b>6.1</b>	Address for contract negotiation: refer to the notice
<b>7.2</b>	Expected date for commencement of consulting services: <b>after receiving the service order</b>
<b>7.3</b>	<b>Contract duration: 6 months</b>

Notice: Before signing the contract, the successful bidder must provide the performance security of 10% of the contract value with a duration covering the contract period. The provided guarantee must be valid until the date of the final handover of the works.

## **Section III. Technical Proposal - Standard Forms**

*[Comments in brackets [ ] provide guidance to the Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]*

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
  - A Consultant's Organization
  - B Consultant's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
  - A On the Terms of Reference
  - B On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Staffing Schedule
- TECH-8 Work Schedule

FORM TECH-1 TECHNICAL Proposal Submission Form

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[Location, Date]

To: [Name and address of Client]

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal in single attachment under a separate email<sup>1</sup>.

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

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.11 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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

We remain,

Yours sincerely,

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

Name and Title of Signatory: \_\_\_\_\_

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

Address: \_\_\_\_\_

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- 1 [*In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."*]
- 2 [*Delete in case no association is foreseen.*]

FORM TECH-2 Consultant's Organization and Experience

**A - Consultant's Organization**

*[Provide here a brief (Max two pages) description of the background and organization of your Consultant/entity and each associate for this assignment.]*

## B - Consultant's Experience

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

Assignment name:	Approx. value of the contract (in currency: Rwanda francs or freely convertible currency]
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N° of staff-months of the assignment:
Address:	Approx. value of the services provided by your Consultant under the contract ( <i>in currency: US\$, Euro, RWF, etc...</i> ):
Start date (month/year): Completion date (month/year):	N° of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your Consultant involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):

Narrative description of Project

Description of actual services provided by your staff within the assignment:

Consultant's Name: and Signature \_\_\_\_\_



FORM TECH-3 Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client

**A - On the Terms of Reference**

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

## **B - On Counterpart Staff and Facilities**

*[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]*

Form TECH-4

**DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR  
PERFORMING THE ASSIGNMENT**

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Form TECH-6

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

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

2. **Name of Consultant** [*Insert name of Consultant proposing the staff*]: \_\_\_\_\_

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

4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

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

6. **Membership of Professional Associations:** \_\_\_\_\_

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

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

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

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

From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

<p><b>11. Tasks Assigned</b></p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p><b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b></p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
---	--

**13. Certification:**

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

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

*[Name and Signature of staff member or authorized representative of the staff]*  
*Day/Month/Year*

FormTECH-7 STAFFING SCHEDULE<sup>1</sup>

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




2																		
n																		
											Subtotal							
											Total							

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office.

 Full time input

 Part time input

FormTECH-8 **WORK SCHEDULE**

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

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

---

## Section IV. Financial Proposal - Standard Forms

*[Comments in brackets [ ] provide guidance to the Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]*

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

*[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]*

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs by Activity

FIN-4 Breakdown of Remuneration

FIN-5 Reimbursable expenses

Appendix: Financial Negotiations - Breakdown of Remuneration Rates

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**FORM FIN-1 Financial Proposal Submission Form**

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[*Location, Date*]

To: [*Name and address of Client*]

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*<sup>1</sup>]. This amount is inclusive of the local taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to the expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.11 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below<sup>2</sup>:

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

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

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

Address: \_\_\_\_\_

- 
- 1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
  - 2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution."

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**FormFIN-2 Summary of Costs**


---

<b>Item</b>	<b>Costs</b>			
	<i>[Indicate Foreign Currency # 1]<sup>1</sup></i>	<i>[Indicate Foreign Currency # 2]<sup>1</sup></i>	<i>[Indicate Foreign Currency # 3]<sup>1</sup></i>	<i>[Indicate Local Currency]</i>
Total Costs of Financial Proposal <sup>2</sup>				

- 1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.
- 2 Indicate the total costs, net of local taxes, to be paid by the Client in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

---

**Form FIN-3 BREAKDOWN of Costs by Activity<sup>1</sup>**


---

<b>Group of Activities (Phase):<sup>2</sup></b>  <hr/> <hr/>	<b>Description:<sup>3</sup></b>  <hr/> <hr/>			
<b>Cost component</b>	<b>Costs</b>			
	<i>[Indicate Foreign Currency # 1]<sup>4</sup></i>	<i>[Indicate Foreign Currency # 2]<sup>4</sup></i>	<i>[Indicate Foreign Currency # 3]<sup>4</sup></i>	<i>[Indicate Local Currency]</i>
Remuneration <sup>5</sup>				
Reimbursable Expenses <sup>5</sup>				
Subtotals				

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

**FORM FIN-4 BREAKDOWN of Remuneration<sup>1</sup>**

(This Form FIN-4 shall only be used when the Time-Based Form of Contract has been included in the RFP)

Group of Activities (Phase): _____							
Name <sup>2</sup>	Position <sup>3</sup>	Staff-month Rate <sup>4</sup>	Input <sup>5</sup> (Staff-months)	[Indicate Foreign Currency # 1] <sup>6</sup>	[Indicate Foreign Currency # 2] <sup>6</sup>	[Indicate Foreign Currency # 3] <sup>6</sup>	[Indicate Local Currency] <sup>6</sup>
<b>Foreign Staff</b>							
		[Home]					
		[Field]					
<b>Local Staff</b>							
		[Home]					
		[Field]					

Total Costs							

- 1 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.
- 5 Indicate, separately for home and field work, the total expected input of staff for carrying out group of activities or indicated in the Form.
- 6 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.



### FORM FIN-4 BREAKDOWN of Remuneration<sup>1</sup>

(This Form FIN-4 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

Name <sup>2</sup>	Position <sup>3</sup>	Staff-month Rate <sup>4</sup>
<b>Foreign Staff</b>		
		[Home]
		[Field]
<b>Local Staff</b>		

		[Home]
		[Field]

- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.

### Form FIN-5 BREAKDOWN of Reimbursable Expenses

(This Form FIN-5 shall only be used when the Time-Based Form of Contract has been included in the RFP)

Group of Activities (Phase): _____								
N°	Description <sup>2</sup>	Unit	Unit Cost <sup>3</sup>	Quantity	[Indicate Foreign Currency # 1] <sup>4</sup>	[Indicate Foreign Currency # 2] <sup>4</sup>	[Indicate Foreign Currency # 3] <sup>4</sup>	[Indicate Local Currency] <sup>4</sup>
	Per diem allowances	Day						
	International flights <sup>5</sup>	Trip						
	Miscellaneous travel	Trip						
	Communication costs between [Insert place] and [Insert place]							
	Drafting, reproduction of							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of personal	Trip						
	Use of computers, software							
	Laboratory tests.							
	Subcontracts							
	Local transportation costs							
	Office rent, clerical							
	Training of the Client's personnel <sup>6</sup>							
Total Costs								

- 1 Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.
- 2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 3 Indicate unit cost and currency.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. Indicate the cost of each reimbursable item in the column of the relevant currency.  $\text{Cost} = \text{Unit Cost} \times \text{Quantity}$ .
- 5 Indicate route of each flight, and if the trip is one- or two-ways.
- 6 Only if the training is a major component of the assignment, defined as such in the TOR.

## FORM FIN-5 BREAKDOWN of Reimbursable Expenses

(This Form FIN-5 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

N°	Description <sup>1</sup>	Unit	Unit Cost <sup>2</sup>
	Per diem allowances	Day	
	International flights <sup>3</sup>	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [Insert place] and [Insert place]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the Client's personnel <sup>4</sup>		

- 1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 2 Indicate unit cost and currency.
- 3 Indicate route of each flight, and if the trip is one- or two-ways.
- 4 Only if the training is a major component of the assignment, defined as such in the TOR.

---

**FORM FIN-6 CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES**

Consulting Consultant:

Country:

Assignment:

Date:

We hereby confirm that:

- a) the basic salaries indicated in the attached table are taken from the Consultant's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the Consultant's staff;
- b) Attached are true copies of the latest salary slips of the staff members listed;
- c) The away-from-headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;
- d) The factors listed in the attached table for social charges and overhead are based on the Consultant's average cost experiences for the latest three years as represented by the Consultant's financial statements; and
- e) Said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

---

*[Name of Consulting Consultant]*

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Signature of Authorized Representative

---

Date

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

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

**FORM FIN- 7 CONSULTANT’S REPRESENTATIONS REGARDING COSTS AND CHARGES**

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

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

- 1. Expressed as percentage of 1
- 2. Expressed as percentage of 4

## Section V. General technical clauses

Terms of reference for the supervision of Partial Rehabilitation Of RUBEGO-NYAMIYAGA-MUSENYI DRINKING WATER SUPPLY SYSTEM IN NYAMAGABE DISTRICT under Isoko y'Ubuzima Project

### 1. Length of water supply systems

Table 1

#	District	Name of WSS	Length (km)
1	Nyamagabe	RUBEGO-NYAMIYAGA-MUSENYI DRINKING WATER SUPPLY SYSTEM IN NYAMAGABE DISTRICT	19.6

### 2. Scope of work

#### 2.1 The ToR generally includes the following topics:

a) **General context:** This contract aims to monitor the Supervision works for rehabilitation works of Water Supply systems in **Nyamagabe**.

b) **Objectives:** The objective of this contract is to recruit a consultant firm with the technical and financial capacity required to monitor the works for rehabilitation works of the **RUBEGO-NYAMIYAGA-MUSENYI DRINKING WATER SUPPLY SYSTEM IN NYAMAGABE DISTRICT**.

c) **Expected results:** The monitoring office that will be the successful bidder will be responsible for the quality of work performed by the company, while this office is monitoring requests to allocate to projects qualified staff and suitable time.

The Head of Mission will visit the sites at least twice a week and will have to report these visits.

The two supervisors will be assigned permanent on-site, and each visit all the sites in the area every day by controlling the execution of works.

The preliminary supervision works include:

- a. Thorough and detailed reconnaissance of the places
- b. The checking and possible correction of the drawings and plans with respect to the profiles, altitude, and site boundaries.
- c. The exact definition of the layout of the pipelines and their execution, in collaboration with all the authorities concerned (Water, Roads and Electricity operationalization Institutions etc.)
- d. The establishment of the plans showing the various layouts of the pipelines of existing and projected links
- e. Topographic leveling of plots whose longitudinal profiles are not available.
- f. the leveling of the tracings of the conduits for which a longitudinal profile is not available
- g. Establishment of working drawings for the pipe networks
- h. Establishment of the book of specifications with sketches of the connections and the accessories based on the plans of implementation



- i. Verification of a list of pipes, fittings, and accessories
- j. Setting up of the work plan
- k. The geotechnical study relating to major works is not yet available.
- l. Static designs and plans of implementation of all hydraulic works;
- m. All the plans of implementation must take into account the approved project drawings
- n. Hire local community laborers and respect gender equity for manpower and skilled persons if available with fair wages
- o. Conduct kick-off with the project management team at the District
- p. Conduct project launching for local people to be aware of the project
- q. Identify all land with its incorporations to be affected by the project

## **2.2 Main activities to be monitored during project execution:**

- a. Site installation
- b. Study review
- c. Catchment preparation
- d. Supply and lay of pipes with all necessary hydraulic equipment
- e. Civil works which include the construction of reservoirs, chambers and water points
- f. Finishing and putting the water network into operation
- g. Pressure testing and site cleaning
- h. Development of an Asbuilt plan of the network (PDF, Shapefiles, excels) to the satisfaction of the client.
- i. Handover (Provisional and final)

## **2.3. Supervision of construction periods (phases)**

**Phase 1:** shall be completed in two (2) months, consisting of site installation, water source development, trench excavation works, supply and laying of pipes/fittings installation, trench backfilling works

**Phase 2 :** shall be completed in one (1) month, consisting of the Construction of anchorage massive where needed and civil works (construction and Rehabilitation of reservoirs, chambers and water stands) as per tender and BoQ document.

**Phase 3:** shall be completed in three months (3), consisting of the completion of finishing works, putting the network into the service and water facilities/infrastructures (Pipeline, tanks and chambers) disinfection, retesting water quality; As constructed/ built plans/documents and site fold up. All the works should be done by the contractor and submitted to the owner in both hard and soft copy/AutoCAD/COVADIS/ArchiCAD editable and PDF formats. After the completion of this phase, a provisional handover will be conducted. After completing this phase 3, the contractor shall request a provisional handover. At this phase, all planned works for WSSs should be completed.

Final handover shall be conducted after the guarantee period of Twelve (12) months observed after the provisional handover of the completed projects, the guarantee of this phase may be retained if the contractor fails to rectify any defect detected.

**Notice 1:** Prior to the signing of the contract for the works, the successful bidder (supervisor) will be given a time limit of 15 days dedicated to the analysis of the study (study review). Upon validation of the study reviewed by the supervising firm and clients, he /she will develop an operational schedule based on the specific features of the works to be thereafter agreed upon by both parties.

**Notice 2:** the construction works should be fully completed within **five months** counted from the contract signing date.

### **1. The essential equipment**

The essential equipment to be made available for the Supervision Firm by the successful Bidder shall be:

- a. One GPS
- b. Wheel meter water supply system
- c. One Pickup/Jeeps per district
- d. The bidder must provide proof of possession/hiring of each material notarized.

### **2. Team composition and profile**

The ToR generally includes the following topics:

**Expected results:** The monitoring office that will be the successful bidder will be responsible for the quality of work performed by the company, why this office is monitoring requests to allocate to projects qualified staff and suitable time.

The Head of Mission will visit the sites at least twice a week and will have to report these visits.

The two supervisors will be assigned permanent on-site and each visit all the sites in the area every day by controlling the execution of works.

The key personnel/ professional staff will have the following qualifications:

***The mandatory staff to present:***

- 1. Head of Mission.***
- 2. Permanent staff on the site.***

**3. Environmentalist.**

**4. Topographer.**

**5. Sociologist.**

***The minimum required experience of key personnel proposed is:***

***Head of the mission:*** Having an A<sub>0</sub> degree in Civil Engineering, Building and construction, Water and environmental engineering, Water Engineer with at least eight (8) years of general experience in the field of technical construction or supervision of works related to drinking water supply. Assuming the responsibilities of a Head of Mission. He/she must have working at least five projects of construction of drinking water proven by certificates of service rendered, He / She Should be certified and registered in the Institute of Engineers Rwanda and present his certificate of membership in 2022

***Permanent staff on the site (Two staff):*** Having an A<sub>0</sub> Degree in Water and environmental engineering or water Engineer or Civil engineering with at least five (5) years of general experience in water supply Construction works. He/she must have worked on at least three projects of construction of drinking water proven by a certificate of service rendered.

He / She Should be certified and registered in the Institute of Engineers Rwanda and present his certificate of membership in 2022

***Environmentalist:*** environmentalist having an A<sub>0</sub> Degree or Masters in Environmental science or related field with at least two (5) years of general experience in the field of environmental studies to make an environmental impact study assuming the responsibilities of an environmentalist. He/she must have worked at least in four projects of construction of drinking water proven by certificates of service rendered. He / She should be certified and registered in the Association of Environmentalists (RAPEP must be Lead expert) and present his valid certificate of membership.

***Land surveyor:*** He/she should have a bachelor's degree (A<sub>0</sub>) in topography or land surveying with at least 5 years of general experience. He/she must have worked at least three projects of construction of drinking water proven by a certificate of service rendered. He/she should be registered in Rwanda's Organization of Land Surveyors proven by notarized certificate.

***A sociologist:*** He/she should have a bachelor's degree (A<sub>0</sub>) in sociology or Economics assuming the responsibility of doing the survey of the population for socio-economic impact, and having at least 5 years of general experience in the social field. He/she must have worked on at least three projects of construction of drinking water proven by certificates of service rendered.

**Note:** For key personnel to be provided by the bidder to perform the contract, the following requirements should be fulfilled:

- The bidder should attach notarized copies of degrees, updated and signed CVs, updated and signed certificates of availability and exclusivity and a copy of Identity cards or passport.
- The experience of key personnel will be proven by the notarized statement of services rendered (attestation de service rendu)
- All engineers should be registered in the Institute of Engineers in Rwanda proven by a notarized valid certificate.
- Topographic surveyor should be registered in Rwanda's organization of land Surveyors proven by an original or notarized certificate.
- For those having diplomas or Degrees awarded from foreign higher learning institutions, they must provide notarized Equivalences issued by the Higher Education Council (HEC).

*The technical team shall be highly skilled in:*

- o Detailed designs of water supply systems and this will be an added advantage;
- o Ability to work under pressure in hilly and remote areas for field data collection, processing and implementation in water supply projects specifically gravitational schemes;
- o Basic Computer literacy (MS Office package and Internet) and knowledge of AutoCAD/COVADIS, GIS ArcView/Arc Map;
- o English, French and Kinyarwanda proficiency;
- o Teamwork spirit

### **3. Reporting and validation**

- Development and delivery of monthly progress reports to be submitted on or before the 5th day of the following month
- A progress report including work progress, site meetings, site diary, etc., will be developed by the technical team signed by both the contractor and the supervision firm and submitted to the client with a copy to the district.
- Successful bidder will have to communicate to the clients the work progress on a monthly basis until the completion of work.

- Successful bidder shall organize monthly site meetings to track the physical progress.

**Note:** On each reporting period, when the consultant has awarded more than one lot, he shall provide an individual report per district(lot).

**Final report:**

The consultant will produce at the latest one (1) month after the promulgation of the provisional acceptance, a final report which will include:

- General presentation of the projects (sources of financing, Contractor, etc.) quantity of the work carried out compared to the initial objectives of the projects;
- The detailed financial assessment of each market (work, control) and the history corresponding (calendar of realization compared to the forecasts, interruption, evolution of the engaged people, the material used, etc.)
- The detailed description of all engineering changes undertaken with their justifications as well as an exhaustive presentation of the final projects;
- The economic analysis of the costs of works item by item, costs of the part of the work based on bill of quantities.

Moreover, the Mission of control will have:

- To gather and interpret the results and the lesson learned from control to allow thereafter the Administration as well as possible to define the programs of maintenance and future rehabilitation of the water pipeline and its additional works;
- To gather all the photographs' color (original) necessary to illustrate the various stages of the realization of the projects, with comments for each photograph;
- To establish a correlation between the results obtained answering the specifications and to analyze the variations;
- To define the possible reasons for their divergence (study deprives or, means or unsuited standards);
- To present recommendations on the methods of implementation or the modification of certain regulations for the future;
- To join the geotechnical report of work;
- To present functional drawings or executed drawings.

**The services for supervision and control will finish with the presentation of the final detailed account of work approved by the contracting parties.**

a) Data, Local Services, Personnel, and Facilities to be provided by the Client:

The Monitoring Office will be responsible for all that is necessary for the performance of this tender (staff residential house, monitoring office, machine, means of transport, communication etc.)

All reports developed for supervision purposes are guided by the following considerations.

- Water supplied to the planned villages
- Future forecasting for 25 years
- Fair collaboration with local authorities and community
- District's ownership and leadership on the whole process
- Technical support by WASAC
- Focus on water supply standards and rules.

### As built data sheet (ArcGIS shapefiles data)

As built plans shall comply with the data in the sheet below for all water network components.

Chamber and Manhole table	Pipe table	Reservoir table	water Connection	Water source	WTP table	Valve table	Junctions table	Meter table
wss_name	material	reservoir_type/ position	construction_year	source_type	type_treatment	valve_function	Material	Meter Location Name
content1	pipe_size	construction_year	connection_type	discharge(m3/h)	status	status	Inlet_Diameter	Serial Number
content2	pressure	Capacity	no_user	construction_year	name_source	opening_direction	Outlet_Diameter	Old serial Number
content3	input_date	Material	is there water_meter	is there water_meter	type_source	nominal_pressure	Designation(rol e)	Meter Manufacturer
content4	observation	is there water_meter	customer status	status	raw_water_meter	diameter	observation	Year of Manufacture
construction_year	construction_year	Status	observation	observation	design_capacity	material		Meter Type
chamber_size	rehabilitation_year	Observation	connection_date	input_date	treated/actual_production	fitting_used		Meter Class
material	pipe category	input_date	disconnection_date	is there chlorination_unit	storage_volume	chamber_protected		Nominal Flow
Status	the company that laid the pipe	meter_installation_date	first name	is source_protected	no_reservoirs	construction_year		Meter Function
Observation	connected to (DN)	is there a chlorination unit	last name	rehabilitation_year	working_hours	rehabilitation_year		Typewriter Reading

Chamber and Manhole table	Pipe table	Reservoir table	water Connection	Water source	WTP table	Valve table	Junctions table	Meter table
is there break pressure		rehabilitation_year	national_id	source capacity	is there production_meter	input_date		Physical Status of Meter
is there chlorination_unit		diameter	phone_number		is there desludging	observation		Meter sealing
rehabilitation_year		reservoir_form	meter_serial number		is there presedimentation_tank	operating system		Meter screen status
Covered		Height(m)	meter_old serial number		is there flocculation	valve_type		Meter Position
Cover type		Type inlet pipe	rehabilitation_year		is there aeration	valve situation		Meter Index Status
		minimum volume	point of connection (POC)		is there sedimentation			
		minimum level	water meter manufacturer		is there filtration			
		maximum level	meter nominal flow rate		is there chlorination			
		initial level	metrological class		is there backwashing			
		presence of float valve regulator	year of manufacturer		frequence_backwash			
		diameter of inlet pipe for the float valve	type of customer		construction_year			
		reservoir function	presence of water meter box		rehabilitation_year			



Chamber and Manhole table	Pipe table	Reservoir table	water Connection	Water source	WTP table	Valve table	Junctions table	Meter table
			pysical status of meter		input_date			
			screen status		observation			
			connection model		WTP name			
			presence of water tank					
			tank capacity (l)					
			presence of swimming pool					
			type of writer reading					
			meter type					
			connected to					

## **Section VI – USAID Standard Provisions for non-U.S. Contractors**

Contractor shall comply with the standard USAID requirements specified in this Appendix. The term “Contractor” shall also mean “Recipient”, “Organization” or “Grantee” and the term “Agreement” shall also mean “Contract”, “Award” or “Grant” for the purposes of these requirements.

The contractor’s obligations are to Water For People. As such in all instances of notification, submission of documentation, and the requesting of approvals and disclosures as required in the provisions below, the Contractor’s obligations are to Water For People and not to USAID. The Contractor will communicate with the individual identified in the section 6. Communication and Cooperation of the Contract. This is applicable to all instances that reference USAID in the Provisions below except Standard Provision M.26, Mandatory Disclosures, which requires disclosures to be submitted to both Water For People and USAID.

### **M1. ALLOWABLE COSTS (NOVEMBER 2020)**

a. The recipient will be reimbursed for costs incurred in carrying out the purposes of this award in accordance with the terms of this award and the applicable cost principles in effect on the date of this award. The recipient may obtain a copy of the applicable cost principles from the Agreement Officer (AO):

2 CFR 200, Subpart E, Cost Principles

48 CFR 31.2 Federal Acquisition Regulations (FAR) and 48 CFR 731.2 USAID Acquisition Regulations (AIDAR) - Cost Principles for Commercial Organizations

b. It is the recipient's responsibility to ensure that costs incurred are in accordance with the applicable cost principles, meaning the costs are (1) reasonable: costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business; (2) allocable: incurred specifically for this award; and (3) allowable: conform to any limitations in this award. The recipient must obtain any prior written approvals from the AO that are required by the applicable cost principles. The recipient may obtain the AO’s written determination on whether specific costs not clearly addressed in the applicable cost principles are allowable or allocable. The AO reserves the right to make a final determination on the allowability of costs.

c. USAID will not pay any profit or fee to the recipient or subrecipients of a grant or cooperative agreement. This restriction does not apply to procurements under this award made in accordance with Standard Provision, “Procurement Policies.”

d. The recipient must retain documentation to support charges to this award for a period of three years from the date of submission of the final expenditure report in accordance with the Standard Provision, “Accounting, Audit, and Records.”

e. This provision must be incorporated into all subawards and contracts, which are paid on a cost reimbursement basis.

[END OF PROVISION]

**M2. ACCOUNTING, AUDIT, AND RECORDS (MARCH 2021)**

a. Accounting, Retention, and Access to Records.

(1) The recipient must maintain financial records, supporting documents, statistical records, and all other records, to support performance of and charges to this award.

(2) Such records must comply with accounting principles generally accepted in the U.S., the cooperating country, or by the International Accounting Standards Board (a subsidiary of the International Financial Reporting Standards Foundation). Accounting records and supporting documentation must, at a minimum, be adequate to show all costs incurred under this award; receipt and use of goods and services acquired under this award; the costs of the program supplied from other sources; and the overall progress of the program. Unless otherwise notified by USAID, the recipient records and subrecipient records that pertain to this award must be retained for a period of three years from the date of submission of the final expenditure report.

(3) The recipient must grant timely access to USAID, the USAID Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, to any documents, papers, or other records of the recipient and any subrecipient, which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. This includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents.

b. Audits.

(1) The recipient must have an annual audit, consistent with 2 CFR Part 200, Subpart F, for any recipient fiscal year in which the recipient expends a combined total of \$750,000 or more in all federal awards, either directly or through another contractor or recipient, excluding fixed price contracts.

(i) The audit report must be submitted to USAID within 30 days after receipt of the auditor's report, but no later than nine months after the end of the period audited.

(ii) The USAID Inspector General will review this report to determine whether it complies with the audit requirements of this award. USAID will only pay for the cost of audits conducted in accordance with the terms of this award.

(iii) In cases of continued inability or unwillingness to have an audit performed in accordance with the terms of this provision, USAID will consider appropriate sanctions which may include suspension of all, or a percentage of, disbursements until the audit is satisfactorily completed.

(2) The recipient is not required to have an annual audit for any recipient fiscal year in which the recipient expends a combined total of less than \$750,000 in all federal awards, either directly or through a prime contractor or recipient, excluding fixed price contracts. However, the recipient must make records pertaining to this award for that fiscal year available for review by USAID officials or their designees upon request.

(3) USAID retains the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending USAID funds, regardless of the audit requirement.

c. Subawards and Contracts.

(1) If the recipient provides USAID resources to other organizations to carry out the USAID-financed program and activities, the recipient is responsible for monitoring such subrecipients or contractors. The costs for subrecipient audits for organizations that meet the threshold in paragraph b. are allowable. The costs for subrecipient audits for organizations that do not meet the threshold in paragraph b. are allowable only for the following types of compliance audits: activities allowed or unallowed; allowable costs/cost principles; eligibility; cost share; level of effort; earmarking; and reporting.

(2) This provision must be incorporated in its entirety into all subawards and contracts with non-U.S. organizations that are for more than \$10,000. Subawards of grants and cooperative agreements made to U.S. organizations must state that the U.S. organization is subject to the audit requirements contained in 2 CFR 200, subpart F.

[END OF PROVISION]

**M6. USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (MAY 2020)**

a. This provision is not applicable to commodities or services that the recipient provides with private funds as part of a cost-sharing requirement, or with Program Income generated under this award.

b. Ineligible and Restricted Commodities and Services:

(1) Ineligible Commodities and Services. The recipient must not, under any circumstances, procure any of the following under this award:

- (i) Military equipment,
- (ii) Surveillance equipment,
- (iii) Commodities and services for support of police or other law enforcement activities,
- (iv) Abortion equipment and services,
- (v) Luxury goods and gambling equipment, or
- (vi) Weather modification equipment.

(2) Ineligible Suppliers. Any firms or individuals that do not comply with the requirements in Standard Provision "Debarment and Suspension" and Standard Provision "Preventing Transactions with, or the Provision of Resources or Support to, Sanctioned Groups and Individuals" must not be used to provide any commodities or services funded under this award.

(3) Restricted Commodities. The recipient must obtain prior written approval of the Agreement Officer (AO) or comply with required procedures under an applicable waiver, as provided by the AO when procuring any of the following commodities:

- (i) Agricultural commodities,
- (ii) Motor vehicles,
- (iii) Pharmaceuticals,
- (iv) Pesticides,
- (v) Used equipment,
- (vi) U.S. Government-owned excess property, or
- (vii) Fertilizer.

c. Source and Nationality:

Except as may be specifically approved in advance by the AO, all commodities and services that will be reimbursed by USAID under this award must be from the authorized geographic code specified in this award and must meet the source and nationality requirements set forth in 22 CFR 228. If the geographic code is not specified, the authorized geographic code is 937. When the total value of procurement for commodities and services during the life of this award is valued at \$250,000 or less, the authorized geographic code for procurement of all goods and services to be reimbursed under this award is code 935. For a current list of countries within each geographic code, see ADS 310, Source and Nationality Requirements for Procurement of Commodities and Services Financed by USAID.

d. Guidance on the eligibility of specific commodities and services may be obtained from the AO. If USAID determines that the recipient has procured any commodities or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the AO may require the recipient to refund the entire amount of the purchase.

e. This provision must be included in all subawards and contracts, which include procurement of commodities or services.

[END OF PROVISION]

**M7. TITLE TO AND USE OF PROPERTY (DECEMBER 2014)**

a. Title to all Property financed under this award vests in the recipient upon acquisition unless otherwise specified in this award.

b. Property means equipment, supplies, real property, and intangible property, each defined individually below, financed under this award or furnished by USAID:

(1) Equipment means tangible nonexpendable personal property (including information technology systems) having a useful life of more than one year, and an acquisition cost of \$5,000 or more per unit. However, consistent with the recipient's policy, lower limits may be established.

(2) Supplies means tangible personal property excluding equipment. A computing device is a supply if the acquisition cost is less than \$5,000 per unit.

(3) Real Property means land, including land improvements, structures and appurtenances, including permanent fixtures.

(4) Intangible Property includes, but is not limited to, intellectual property, such as trademarks, copyrights, patents and patent applications, and debt instruments, such as bonds, mortgages, leases or other agreements between a lender and a borrower.

c. The recipient agrees to use and maintain all Property for the purpose of this award in accordance with the following procedures:

(1) The recipient must use the Property for the program for which it was acquired during the period of this award, and must not provide any third party a legal or financial interest in the property (e.g., through a mortgage, lien, or lease) without approval of USAID.

(2) When the Property is no longer needed for the program for which it was acquired during the period of this award, the recipient must use the Property in connection with its other activities, in the following order of priority:

(i) Activities funded by USAID, then

(ii) Activities funded by other United States Government (USG) agencies, then

(iii) As directed by the Agreement Officer (AO).

d. The recipient must maintain the Property in good condition, have management procedures to protect the Property, and maintain an accurate inventory of all Property. Maintenance procedures must include the following:

(1) Accurate description of the Property, including serial number, model number, or other identifying number, acquisition date and cost, location and condition, and data on the disposition of any Property (date of disposition, sales price, method used to determine current fair market value, etc.), as applicable.

(2) A physical inventory of Property that must be taken, and the results reconciled with the equipment records, at least once every two years during the period of this award.

(3) A control system must be in effect to maintain the Property and ensure adequate safeguards to prevent loss, damage, or theft of the Property. The recipient must maintain appropriate insurance equivalent to insurance the recipient maintains for its own property. Any loss, damage, or theft must be investigated and fully documented, and the recipient must promptly notify the AO. The recipient may be liable where insurance is not sufficient to cover losses or damage.

e. Upon completion of this award, the recipient must submit to the AO a property disposition report of the following types of Property, along with a proposed disposition of such Property.

(1) All equipment that has a per unit current fair market value at the end of this award of \$5,000 or more.

(2) New/unused supplies with an aggregate current fair market value at the end of this award of \$5,000 or more.

(3) Real or intangible property, of any value.

f. The recipient must dispose of Property at the end of this award in accordance with the recipient's property disposition report, unless the AO directs the recipient in writing within 60 days of the AO's receipt of the recipient's property disposition report to dispose of the Property in a different manner. Disposition may include the following:

(1) The recipient may retain title with no further obligation to USAID.

(2) The recipient may retain title, but must compensate USAID for the USAID share, based on the current fair market value of the Property.

(3) The recipient may be directed to transfer title to USAID or a third party, including another implementing partner or the host country government. In such case, the recipient will be compensated for its proportional share of the Property that the recipient financed with its own funds, if any, based on the current fair market value of the Property.

g. The AO may direct, at any time during this award, that title to the Property vests in the USG or a third party, such as the cooperating country. In such cases, the recipient must maintain custody and control of the Property, until directed otherwise, and must allow reasonable access to the Property to the title holder. While in its custody and control, the recipient must follow the provisions above for protection and maintenance of the Property, and provide the AO with an annual inventory of such Property and follow any additional instructions on protection and maintenance as may be provided by the AO.

h. This provision must be included in all subawards and contracts.

[END OF PROVISION]

## **M12. DEBARMENT AND SUSPENSION (JUNE 2012)**

a. The recipient must not transact or conduct business under this award with any individual or entity that has an active exclusion on the System for Award Management (SAM) ([www.sam.gov](http://www.sam.gov)) unless prior approval is received from the Agreement Officer. The list contains those individuals and entities that the U.S. Government has suspended or debarred based on misconduct or a determination by the U.S. Government that the person or entity cannot be trusted to safeguard U.S. Government funds. Suspended or debarred entities or individuals are excluded from receiving any new work or any additional U.S. Government funding for the duration of the exclusion period. If the recipient has any questions about listings in the system, these must be directed to the Agreement Officer.

b. The recipient must comply with Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780. USAID may disallow costs, annul or terminate the transaction, debar or suspend the recipient, or take other remedies as appropriate, if the recipient violates this provision.

Although doing so is not automatic, USAID may terminate this award if a recipient or any of its principals meet any of the conditions listed in paragraph c. below. If such a situation arises, USAID will consider the totality of circumstances—including the recipient's response to the situation and any additional information submitted—when USAID determines its response.

c. The recipient must notify the Agreement Officer immediately upon learning that it or any of its principals, at any time prior to or during the duration of this award:

- (1) Are presently excluded or disqualified from doing business with any U.S. Government entity;
- (2) Have been convicted or found liable within the preceding three years for committing any offense indicating a lack of business integrity or business honesty such as fraud, embezzlement, theft, forgery, bribery or lying;
- (3) Are presently indicted for or otherwise criminally or civilly charged by any governmental entity for any of the offenses enumerated in paragraph c.(2); or (4) Have had one or more U.S.-funded agreements terminated for cause or default within the preceding three years.

d. Principal means—

- (1) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
- (2) A consultant or other person, whether or not employed by the participant or paid with Federal funds, who—
  - (i) Is in a position to handle Federal funds;
  - (ii) Is in a position to influence or control the use of those funds; or,
  - (iii) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

e. The recipient must include this provision in its entirety except for paragraphs c.(2)-(4) in any subawards or contracts entered into under this award.

[END OF PROVISION]

#### **M14. PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS (MAY 2020)**

a. In carrying out activities under this award, except as authorized by a license issued by the Office of Foreign Assets Control (OFAC) of the U.S. Department of Treasury, the recipient will



not engage in transactions with, or provide resources or support to, any individual or entity that is subject to sanctions administered by OFAC or the United Nations (UN), including any individual or entity that is included on the Specially Designated Nationals and Blocked Persons List maintained by OFAC (<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or on the UN Security Council consolidated list (<https://www.un.org/securitycouncil/content/un-sc-consolidated-list>).

b. Any violation of the above will be grounds for unilateral termination of the agreement by USAID.

c. The Recipient must include this provision in all subawards and contracts issued under this award.

[END OF PROVISION]

#### **M15. TRAFFICKING IN PERSONS (April 2016)**

a. The recipient, subawardee, or contractor, at any tier, or their employees, labor recruiters, brokers or other agents, must not engage in:

(1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;

(2) Procurement of a commercial sex act during the period of this award;

(3) Use of forced labor in the performance of this award;

(4) Acts that directly support or advance trafficking in persons, including the following acts:

i. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

ii. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a) exempted from the requirement to provide or pay for such return transportation by USAID under this award; or

b) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

iii. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

iv. Charging employees recruitment fees; or

v. Providing or arranging housing that fails to meet the host country housing and safety standards.

b. In the event of a violation of section (a) of this provision, USAID is authorized to terminate this award, without penalty, and is also authorized to pursue any other remedial actions authorized as stated in section 1704(c) of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).

c. If the estimated value of services required to be performed under the award outside the United States exceeds \$500,000, the recipient must (1) submit to the Agreement Officer (AO), the annual "Certification regarding Trafficking in Persons, Implementing Title XVII of the National Defense Authorization Act for Fiscal Year 2013" as required prior to this award, and (2) implement a compliance plan to prevent the activities described above in section (a) of this provision. The recipient must provide a copy of the compliance plan to the AO upon request and must post the useful and relevant contents of the plan or related materials on its website (if one is maintained) and at the workplace.

d. The recipient's compliance plan must be appropriate to the size and complexity of the award and to the nature and scope of the activities, including the number of non-United States citizens expected to be employed. The plan must include, at a minimum, the following:

(1) An awareness program to inform employees about the trafficking related prohibitions included in this provision, the activities prohibited and the action that will be taken against the employee for violations.

(2) A reporting process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking, including a means to make available to all employees the Global Human Trafficking Hotline at 1-844-888-FREE and its e-mail address at [help@befree.org](mailto:help@befree.org).

(3) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging of recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(4) A housing plan, if the recipient or any subawardee intends to provide or arrange housing. The housing plan is required to meet any host-country housing and safety standards.

(5) Procedures for the recipient to prevent any agents or subawardee at any tier and at any dollar value from engaging in trafficking in persons activities described in section a of this provision. The recipient must also have procedures to monitor, detect, and terminate any agents or subawardee or subawardee employees that have engaged in such activities.

e. If the Recipient receives any credible information regarding a violation listed in section a(1)-(4) of this provision, the recipient must immediately notify the cognizant AO and the USAID Office of the Inspector General; and must fully cooperate with any Federal agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.

f. The AO may direct the Recipient to take specific steps to abate an alleged violation or enforce the requirements of a compliance plan.

g. For purposes of this provision, "employee" means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the recipient or any subrecipient.

h. The recipient must include in all subawards and contracts a provision prohibiting the conduct described in section a(1)-(4) by the subrecipient, contractor, or any of their employees, or any agents. The recipient must also include a provision authorizing the recipient to terminate the award as described in section b of this provision.

[END OF PROVISION]

#### **M18. NONDISCRIMINATION (JUNE 2012)**

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the basis of race, color, national origin, age, disability, or sex under any program or activity funded by this award when work under the grant is performed in the U.S. or when employees are recruited from the U.S.

Additionally, USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination, including harassment, in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. In addition, the Agency strongly encourages its recipients and their subrecipients and vendors (at all tiers), performing both in the U.S. and overseas, to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection for all their employees on these expanded bases, subject to applicable law.

[END OF PROVISION]

#### **M20. LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)**

**APPLICABILITY:** *In accordance with the policy at ADS 303.3.30, AOs must include this provision in all solicitations and awards. When no construction activities are contemplated under the award, the AO must insert "Construction is not eligible for reimbursement under this award" in section d) of this provision. If the award permits construction activities based on the policy above (or as authorized by waiver), the AO must insert the description and location(s) of the specific construction activities in section d) of this provision. The AO must not make a general reference to the Program Description. The AO must also ensure that there is a specific line item for construction activities in the award budget.*

#### **LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)**

a) Construction is not eligible for reimbursement under this award unless specifically identified in paragraph d) below.

b) Construction means —construction, alteration, or repair (including dredging and excavation) of buildings, structures, or other real property and includes, without limitation, improvements, renovation, alteration and refurbishment. The term includes, without limitation, roads, power plants, buildings, bridges, water treatment facilities, and vertical structures.

c) Agreement Officers will not approve any subawards or procurements by recipients for construction activities that are not listed in paragraph d) below. USAID will reimburse allowable costs for only the construction activities listed in this provision not to exceed the amount specified in the construction line item of the award budget. The recipient must receive prior written approval from the AO to transfer funds allotted for construction activities to other cost categories, or vice versa.

d) Description

[*Type of construction and location(s)*]

e) The recipient must include this provision in all subawards and procurements and make vendors providing services under this award and subrecipients aware of the restrictions of this provision.

[END OF PROVISION]

**M22. ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (DECEMBER 2022)**

The requirement to comply with and inform all employees of the " Enhancement of Contractor Employee Whistleblower Protections" is retroactively effective for all assistance awards and subawards (including subcontracts) issued beginning July 1, 2013.

The Recipient must:

1. Inform its employees working under this award in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; and
2. Include such requirement in any subaward or contract made under this award.

41 U.S.C. § 4712 states that an employee of a grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment. The parties agree that this prohibition extends to cooperative agreements in addition to grants.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A Member of the U.S. Congress, or a representative of a U.S. Congressional Committee;
- A cognizant U.S. Inspector General;
- The U.S. Government Accountability Office;
- A Federal employee responsible for contract or grant oversight or management at the relevant agency;
- A U.S. court or grand jury; or,
- A management official or other employee of the Recipient who has the responsibility to investigate, discover, or address misconduct.

[End of Provision]**M24. PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY 2017)**

(a) Definitions.

“Contract” has the meaning given in 2 CFR Part 200.

“Contractor” means an entity that receives a contract as defined in 2 CFR Part 200.

“Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the recipient requires any of its employees or subrecipients to sign regarding nondisclosure of recipient information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that recipient employees or subrecipients sign at the behest of a Federal agency.

“Subaward” has the meaning given in 2 CFR Part 200.

“Subrecipient” has the meaning given in 2 CFR Part 200.

(b) The recipient must not require its employees, subrecipients, or contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees, subrecipients, or contractors from lawfully reporting waste, fraud, or abuse related to the performance of a Federal award to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General).

(c) The recipient must notify current employees and subrecipients that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.

(d) The prohibition in paragraph (b) of this provision does not contravene the requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form

4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the recipient is not in compliance with the requirements of this provision

(f) The recipient must include the substance of this provision, including this paragraph (f), in subawards and contracts under such awards.

[END OF PROVISION]

## **M25. CHILD SAFEGUARDING (June 2015)**

(a) Because the activities to be funded under this award may involve children, or personnel engaged in the implementation of the award may come into contact with children, these activities could raise the risk of child abuse, exploitation, or neglect within USAID-funded programs. The organization agrees to abide by the following child safeguarding core principles:

- (1) Ensure compliance with host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with U.S. law where applicable;
- (2) Prohibit all personnel from engaging in child abuse, exploitation, or neglect;
- (3) Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations;
- (4) Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image-generating activities of children;
- (5) Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and
- (6) Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect; mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel.

(b) The organization must also include in their code of conduct for all personnel implementing USAID-funded activities the child safeguarding principles in (a) (1) through (6).

(c) The following definitions apply for purposes of this provision:

(1) Child: A child or children are defined as persons who have not attained 18 years of age.

(2) Child abuse, exploitation, or neglect: Constitutes any form of physical abuse; emotional ill-treatment; sexual abuse; neglect or insufficient supervision; trafficking; or commercial, transactional, labor, or other exploitation resulting in actual or potential harm to the child's health, well-being, survival, development, or dignity. It includes, but is not limited to: any act or failure to act which results in death, serious physical or emotional harm to a child, or an act or failure to act which presents an imminent risk of serious harm to a child.

(3) Physical abuse: Constitutes acts or failures to act resulting in injury (not necessarily visible), unnecessary or unjustified pain or suffering without causing injury, harm or risk of harm to a child's health or welfare, or death. Such acts may include, but are not limited to: punching, beating, kicking, biting, shaking, throwing, stabbing, choking, or hitting (regardless of object used), or burning. These acts are considered abuse regardless of whether they were intended to hurt the child.

(4) Sexual Abuse: Constitutes fondling a child's genitals, penetration, incest, rape, sodomy, indecent exposure, and exploitation through prostitution or the production of pornographic materials.

(5) Emotional abuse or ill treatment: Constitutes injury to the psychological capacity or emotional stability of the child caused by acts, threats of acts, or coercive tactics. Emotional abuse may include, but is not limited to: humiliation, control, isolation, withholding of information, or any other deliberate activity that makes the child feel diminished or embarrassed.

(6) Exploitation: Constitutes the abuse of a child where some form of remuneration is involved or whereby the perpetrators benefit in some manner. Exploitation represents a form of coercion and violence that is detrimental to the child's physical or mental health, development, education, or well-being.

(7) Neglect: Constitutes failure to provide for a child's basic needs within USAID-funded activities that are responsible for the care of a child in the absence of the child's parent or guardian.

(d) The recipient must insert the provisions in (a) and (b) in all subawards under this award.

[END OF PROVISION]

## **M26. MANDATORY DISCLOSURES (DECEMBER 2022)**

Consistent with 2 CFR §200.113, applicants and recipients must disclose, in a timely manner, in writing to the USAID Office of the Inspector General, with a copy to the cognizant Agreement Officer, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients and contractors must disclose, in a timely manner, in writing to the USAID Office of the Inspector General and to the prime recipient (pass through entity) all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Disclosures must be sent to:

U.S. Agency for International Development Office of the Inspector General P.O. Box 657  
Washington, DC 20044-0657

Phone: 1-800-230-6539 or 202-712-1023

Email: [ig.hotline@usaid.gov](mailto:ig.hotline@usaid.gov)

URL: <https://oig.usaid.gov/content/usaid-contractor-reporting-form>.

Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 Remedies for noncompliance, including suspension or debarment (See 2 CFR 180, 2 CFR 780 and 31 U.S.C. 3321).

The recipient must include this mandatory disclosure requirement in all subawards and contracts under this award.

#### **M27. NONDISCRIMINATION AGAINST BENEFICIARIES (November 2016).**

(a) USAID policy requires that the recipient not discriminate against any beneficiaries in implementation of this award, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through this award on the basis of any factor not expressly stated in the award. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of the recipient to target activities toward the assistance needs of certain populations as defined in the award.

(b) The recipient must insert this provision, including this paragraph, in all subawards and contracts under this award.

[END OF PROVISION]

#### **RAA9. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 2014)**

##### **a. TRAVEL COSTS**

All travel costs must comply with the applicable cost principles and must be consistent with those normally allowed in like circumstances in the recipient's non-USAID-funded activities. Costs incurred by employees and officers for travel, including air fare, costs of lodging, other



subsistence, and incidental expenses, may be considered reasonable and allowable only to the extent such costs do not exceed reasonable charges normally allowed by the recipient in its regular operations as the result of the recipient organization's written travel policy and are within the limits established by the applicable cost principles.

In the absence of a reasonable written policy regarding international travel costs, the standard for determining the reasonableness of reimbursement for international travel costs will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current Standardized Regulations on international travel costs may be obtained from the Agreement Officer. In the event that the cost for air fare exceeds the customary standard commercial airfare (coach or equivalent) or the lowest commercial discount airfare, the recipient must document one of the allowable exceptions from the applicable cost principles.

#### b. FLY AMERICA ACT RESTRICTIONS

(1) The recipient must use U.S. Flag Air Carriers for all international air transportation (including personal effects) funded by this award pursuant to the Fly America Act and its implementing regulations to the extent service by such carriers is available.

(2) In the event that the recipient selects a carrier other than a U.S. Flag Air Carrier for international air transportation, in order for the costs of such international air transportation to be allowable, the recipient must document such transportation in accordance with this provision and maintain such documentation pursuant to the Standard Provision, "Accounting, Audit and Records." The documentation must use one of the following reasons or other exception under the Fly America Act:

(i) The recipient uses a European Union (EU) flag air carrier, which is an airline operating from an EU country that has signed the US-EU "Open Skies" agreement (<http://www.state.gov/e/eb/rls/othr/ata/i/ic/170684.htm>).

(ii) Travel to or from one of the following countries on an airline of that country when no city pair fare is in effect for that leg (see <http://apps.fas.gsa.gov/citypairs/search/>):

a. Australia on an Australian airline,

b. Switzerland on a Swiss airline, or

c. Japan on a Japanese airline;

(iii) Only for a particular leg of a route on which no US Flag Air Carrier provides service on that route;

(iv) For a trip of 3 hours or less, the use of a US Flag Air Carrier at least doubles the travel time;

(v) If the US Flag Air Carrier offers direct service, use of the US Flag Air Carrier would increase the travel time by more than 24 hours; or

(vi) If the US Flag Air Carrier does not offer direct service,

a. Use of the US Flag Air Carrier increases the number of aircraft changes by 2 or more,

- b. Use of the US Flag Air Carrier extends travel time by 6 hours or more, or
- c. Use of the US Flag Air Carrier requires a layover at an overseas interchange of 4 hours or more.

c. DEFINITIONS

The terms used in this provision have the following meanings:

(1) "Travel costs" means expenses for transportation, lodging, subsistence (meals and incidentals), and related expenses incurred by employees who are on travel status on official business of the recipient for any travel outside the country in which the organization is located. "Travel costs" do not include expenses incurred by employees who are not on official business of the recipient, such as rest and recuperation (R&R) travel offered as part of an employee's benefits package that are consistent with the recipient's personnel and travel policies and procedures.

(2) "International air transportation" means international air travel by individuals (and their personal effects) or transportation of cargo by air between a place in the United States and a place outside thereof, or between two places both of which are outside the United States.

(3) "U.S. Flag Air Carrier" means an air carrier on the list issued by the U.S. Department of Transportation at <http://ostpxweb.dot.gov/aviation/certific/certlist.htm>. U.S. Flag Air Carrier service also includes service provided under a code share agreement with another air carrier when the ticket, or documentation for an electronic ticket, identifies the U.S. flag air carrier's designator code and flight number.

(4) For this provision, the term "United States" includes the fifty states, Commonwealth of Puerto Rico, possessions of the United States, and the District of Columbia.

d. SUBAWARDS AND CONTRACTS

This provision must be included in all subawards and contracts under which this award will finance international air transportation.

[END OF PROVISION]

**RAA10. OCEAN SHIPMENT OF GOODS (JUNE 2012)**

OCEAN SHIPMENT OF GOODS (JUNE 2012)

- a. Prior to contracting for ocean transportation to ship goods purchased or financed with USAID funds under this award, the recipient must contact the office below to determine the flag and class of vessel to be used for shipment:

U.S. Agency for International Development,

Bureau for Management

Office of Acquisition and Assistance, Transportation Division

1300 Pennsylvania Avenue, NW

USAID Annex

Washington, DC 20523-7900

Email: [oceantransportation@usaid.gov](mailto:oceantransportation@usaid.gov)

b. This provision must be included in all subagreements, including subawards and contracts.

[END OF PROVISION]

#### **RAA11. REPORTING HOST GOVERNMENT TAXES (JUNE 2012)**

##### REPORTING HOST GOVERNMENT TAXES (JUNE 2012)

a. By April 16 of each year, the recipient must submit a report containing:

(i) Contractor/recipient name.

(ii) Contact name with phone, fax and e-mail.

(iii) Agreement number(s).

(iv) The total amount of value-added taxes and customs duties (but not sales taxes) assessed by the host government (or any entity thereof) on purchases in excess of \$500 per transaction of supplies, materials, goods or equipment, during the 12 months ending on the preceding September 30, using funds provided under this contract/agreement.

(v) Any reimbursements received by April 1 of the current year on value-added taxes and customs duties reported in (iv).

(vi) Reports are required even if the recipient did not pay any taxes or receive any reimbursements during the reporting period.

(vii) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.

b. Submit the reports to: [insert address and point of contact at the Embassy, Mission, or M/CFO/CMP as appropriate, may include an optional "with a copy to"].

c. Host government taxes are not allowable where the Agreement Officer provides the necessary means to the recipient to obtain an exemption or refund of such taxes, and the recipient fails to take reasonable steps to obtain such exemption or refund. Otherwise, taxes are allowable in accordance with the Standard Provision, "Allowable Costs," and must be reported as required in this provision.

d. The recipient must include this reporting requirement in all applicable subagreements, including subawards and contracts.

[END OF PROVISION]

#### **RAA18. STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (SEPTEMBER 2004)**

a. One of the objectives of the USAID Disability Policy is to engage other U.S. Government agencies, host country counterparts, governments, implementing organizations, and other donors in fostering a climate of nondiscrimination against people with disabilities. As part of

this policy USAID has established standards for any new or renovation construction project funded by USAID to allow access by people with disabilities (PWDs).

b. USAID requires the recipient to comply with standards of accessibility for people with disabilities in all structures, buildings or facilities resulting from new or renovation construction or alterations of an existing structure.

c. The recipient will comply with the host country or regional standards for accessibility in construction when such standards result in at least substantially equivalent accessibility and usability as the standard provided in the Americans with Disabilities Act (ADA) of 1990 and the Architectural Barriers Act (ABA) Accessibility Guidelines of July 2004. Where there are no host country or regional standards for universal access or where the host country or regional standards fail to meet the ADA/ABA threshold, the standard prescribed in the ADA and the ABA will be used.

d. New Construction. All new construction will comply with the above standards for accessibility.

e. Alterations. Changes to an existing structure that affect the usability of the structure will comply with the above standards for accessibility unless the recipient obtains the Agreement Officer's advance approval that compliance is technically infeasible or constitutes an undue burden or both. Compliance is technically infeasible where structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features that are in full and strict compliance with the minimum requirements of the standard. Compliance is an undue burden where it entails either a significant difficulty or expense or both.

f. Exceptions. The following construction related activities are excepted from the requirements of paragraphs a. through d. above:

(1) Normal maintenance, reroofing, painting or wall papering, or changes to mechanical or electrical systems are not alterations and the above standards do not apply unless they affect the accessibility of the building or facility; and

(2) Emergency construction (which may entail the provision of plastic sheeting or tents, minor repair and upgrading of existing structures, rebuilding of part of existing structures, or provision of temporary structures) intended to be temporary in nature. A portion of emergency construction assistance may be provided to people with disabilities as part of the process of identifying disaster- and crisis-affected people as "most vulnerable."

[END OF PROVISION]

**RAA28. CONTRACT PROVISION FOR DBA INSURANCE UNDER RECIPIENT PROCUREMENTS (DECEMBER 2014)**

**APPLICABILITY:** *The following provision is required when the recipient is expected to procure services to be performed overseas.*

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**DEFENSE BASE ACT (DBA) WORKERS' COMPENSATION INSURANCE FOR PROCUREMENT CONTRACT (DECEMBER 2014)**

All contracts made by the recipient under this award for services to be performed overseas must contain the following provision, as applicable.

Workers' Compensation Insurance (Defense Base Act)

(a) The Contractor must--

(1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Contractor qualifies as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C. 1651, et seq.), or has an approved retrospective rating agreement for DBA. The Contractor must continue to maintain these provisions to provide such Defense Base Act benefits until contract performance is completed.

(2) If USAID or the Contractor has secured a waiver of DBA coverage in accordance with AIDAR 728.305-70(a) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits. The Department of Labor has granted partial blanket waivers of DBA coverage applicable to USAID-financed contracts performed in countries listed in the DEFENSE BASE ACT (DBA) WAIVER LIST.

(3) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203).

(4) Pay all compensation due for disability or death within the timeframes required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232).

(5) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419).

(6) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251).

(7) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment of Compensation Without Award) to the Department of Labor in accordance

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with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234).

(8) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914 (c) and (g), 20 CFR 702.234 and 702.235).

(9) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

For additional information on the Longshore and Harbor Workers' Compensation Act requirements see <http://www.dol.gov/owcp/dlhwc/lbdba.htm>.

The Contractor must insert the substance of this clause including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

[END OF PROVISION]

**[END OF STANDARD PROVISIONS]**