

## **Section X. Appendices**

# Appendices

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## **Appendix A – Description of Services**

*[This Appendix will include the final Terms of Reference worked out by the Client and the Consultant during the negotiations.]*

*In accordance with Clause GCC3.7.1 Reporting Obligations, GCC 5.1, GCC 5.4(a) and GCC 5.5(a), services, facilities, properties and counterpart personnel to be provided by the Client and the timing and manner in which they shall be provided shall be described here.]*

## Appendix B – Expert Schedule

*[Insert a table based on Form TECH-7 of the Consultant’s Technical Proposal as finalized during the Contract negotiations. Attach the CVs demonstrating the qualifications of Key Experts (Form TECH-6 of the Consultant’s Technical Proposal) updated and signed by the respective Key Experts.]*

*In addition, include the following provisions, as appropriate, if the Expert Schedule to be inserted as above does not contain such provisions.]*

“For the purposes of this Appendix B – Expert Schedule, the following shall apply:

1. Months are counted from the start of the assignment. For each Expert, the input for home and field work shall be indicated separately.
2. Working days and hours shall be as set forth in SCC Clause 4.6.1.
3. Home Work and Field Work
  - (a) “**Home Work**” means:
    - (i) in case of an International Expert, work carried out in his/ her country of residence.
    - (ii) in case of a Local Expert, work carried at his/her normal place of work.
  - (b) “**Field Work**” means:
    - (i) in case of an International Expert, work carried out in a country other than his/ her country of residence.
    - (ii) in case of a Local Expert, work carried at a place other than his/ her normal place of work.”

## **Appendix C – Summary of Cost Breakdown**

*[insert Form FIN-2 of the Consultant's Financial Proposal as finalized during the Contract negotiations]*

## Appendix D – Remuneration Cost Breakdown

*[Insert Form FIN-3 of the Consultant's Financial Proposal as finalized during the Contract negotiations.]*

*In addition, please include the following provisions, as appropriate, if the Remuneration Cost Breakdown to be inserted as above does not contain such provisions.]*

“For the Purposes of this Appendix D – Remuneration Cost Breakdown, the following shall apply:

1. Full-time Employee, Other Source Experts and Independent Experts
  - (a) “Full-time (FT) employee” means an employee of the lead firm or joint venture member or Subconsultant;
  - (b) “Other Source (OS) Experts” means an Expert provided by another source that is not the Consultant or Lead firm or a member firm of a JV or a Subconsultant firm;
  - (c) “Independent Expert (IP)” means independent/ self-employed Expert.
2. For computation of remuneration payable to Experts:
  - (a) payments for periods of less than one month shall be calculated:
    - (i) on an hourly basis for the actual time spent in the Consultant's home office and directly attributable to the Services (one hour being equivalent to  $1/X^{\text{th}}$  of a month where  $X =$  number of working hours per day multiplied by number of working days per month, usually  $176 (8 \times 22)$ ); and
    - (ii) on a calendar-day basis for the time spent away from the Consultant's home office (one day being equivalent to  $1/30^{\text{th}}$  of a month; irrespective of the number of monthly working days stated in Appendix B (Expert Schedule) and the number of calendar days in the subject month).
  - (b) in case of an International Experts working away from the Consultant's home office, the times spent for international travel between the country where he/she works (e.g. the Client's country) and his/her country of residence (calculated from departure to arrival) shall be considered as working days for all purposes of this Contract, and shall be added to the working period.
3. Home Office Rate and Field Rate
  - (a) “Home Office Rate” means remuneration rate which applies when an International Expert works in his/her country of residence or a Local Expert works in his/her usual place of work.
  - (b) “Field Rate” means remuneration rate which applies when an International Expert works in a country other than his/her country of residence or a Local Expert works in a place other than his/her usual place of work.

## Appendix E – Reimbursable Cost Breakdown

*[Insert Form FIN-4 of the Consultant's Financial Proposal as finalized during the Contract negotiations.*

*In addition, include the following provisions, as appropriate, if the Reimbursable Cost Breakdown to be inserted as above does not contain such provisions.]*

“For the Purposes of this Appendix E – Reimbursable Cost Breakdown, the following shall apply:

- (1) “Per Diem” means the daily rate (i.e., one rate for all locations) which shall be calculated as the weighted average (cost per day), on the basis of 30 days per calendar month, considering the cost of accommodation, meals and all other similar expenses, reasonably incurred by:
  - (a) an International Expert, when he/she works in a country other than his/ her country of residence.
  - (b) a Local Expert, when he/she works at an any place other than his/ her normal place of work.
- (2) With respect of the international travel expenses, the following shall apply:
  - (a) International travel costs will show the airfares needed by International Experts to travel from their home office, or regular place of work, to the field, by the most appropriate and the most direct practicable route. Air travel cost shall be estimated by business class for senior experts (normally more than 18 years of working experiences) except for short-distance (less than 8 hours) flights and economy class for other experts.
  - (b) For International Experts spending twenty-four (24) consecutive months or more in the Client's country, one extra round trip will be reimbursed for every twenty-four (24) months of assignment in the Client's country. Such International Experts will be entitled to such extra round trip only if upon their return to the Client's country, such International Experts are scheduled to serve for the purposes of the Project for a further period of not less than six (6) consecutive months.
  - (c) Air transport for dependents: the cost of transportation to and from the Client's country of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the International Experts assigned to resident duty in the Client's country for the purpose of the Services for periods of six (6) consecutive months or longer, provided that the stay of such dependents in the Client's country shall have been for not less than three (3) consecutive months duration. If the assignment period for resident staff of the International Experts will be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month assignment will be reimbursed.

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- (d) The number of round trips, the cost for each trip and destinations is shown under “air travel”.
- (3) A separate item “Miscellaneous Travel Expenses” is shown to cover a lump sum allowance per round trip for processing necessary travel documents (passport, visas, travel permits), airport taxes, transport to and from airports, inoculations, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight for each International Expert and each eligible dependent, etc.



## **Appendix F – Table of Adjustment Data**

### **Table A. Local Currency**

*[insert Table A. Local Currency of Form FIN-5 of the Consultant's Financial Proposal as finalized during the Contract negotiations]*

**Table B. Foreign Currency**

*[insert Table B. Foreign Currency of Form FIN-5 of the Consultant's Financial Proposal as finalized during the contract negotiations]*

## Appendix G – Form of Advance Payment Security

*[Insert hereunder an acceptable form of an advance payment security. An example is set forth below. Reference shall be made to Clause 6.5(a) of the Conditions of Contract.]*

*If the form given below is used, in the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.]*

### Bank Guarantee for Advance Payment

\_\_\_\_\_ *[bank's name and address of issuing branch or office]*

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Client]*

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

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[name of Consulting Firm or name of the Joint Venture, same as appears in the signed Contract]* (hereinafter called "the Consultants") has entered into Contract No. *[reference number of the contract]* dated *[date]* with you, for the provision of *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in figures]* (*[amount in words]*) is to be made against an advance payment guarantee.

At the request of the Consultants, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*)<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number \_\_\_\_\_ at *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of your certified statements to such effect which shall be presented to us by the Consultants. This guarantee shall expire, at the latest, upon our receipt of the certified payment certificate issued by you indicating that the Consultants have made full repayment of the amount of the advance payment, or on the \_\_\_ day of *[month]* *[year]*<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

\_\_\_\_\_  
*[signature(s)]*

**Note:** *All italicized text is to assist in preparing this form and shall be deleted from the completed form submitted to the Client.*

\_\_\_\_\_  
<sup>2</sup> Insert the expected expiration date

**Appendix H – Acknowledgment of Compliance with Guidelines for the  
Employment of Consultants under Japanese ODA Loans**

*[The completed Form TECH-9 in Section III, Technical Proposal Forms is used for this Appendix.]*

## **Appendix I – Eligible Source Countries of Japanese ODA Loans**

The Eligible Source Country(ies) for procurement of all goods and services (including consulting services) to be financed out of the proceeds of the Loan are all countries and areas.