ABC STATE MALARIA CONTROL BOOSTER PROJECT
AATMCA No.4 BUNDALA ROAD, ABC, ABC STATE.
CREDIT NO. 4250 UNI

CONTRACT AGREEMENT
FOR

CONSULTANCY SERVICES ON LOGISTIC AND SUPPLY CHAIN MANAGEMENT (PROJECT IMPLEMENTATION FACILITATOR)

Between

ABC STATE PROJECT IMPLEMENTATION UNIT

And

BENJAMIN Limited International Logistic Expert
No, 20 Etta Agbor Road, Abuja.

DRAFT Dated: 5th December, 2009
I. Form of Contract

LUMP-SUM

This CONTRACT (hereinafter called the “Consultancy services on Logistic and Supply Chain Management (Project Implementation Facilitator)” is made the 5th day of the month of December, 2009, between, on the one hand, ABC state Malaria Booster project, AATMCA, No. 4 BUNDALA Road, ABC, ABC state (hereinafter called the “Client”) and, on the other hand, Messrs. BENJAMIN Limited International Logistic Expert, No.20, Etta Agbor Road, Abuja (hereinafter called the “Consultant”).

[WHEREAS

(a) The Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);

(b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

(c) the Client has received a credit from the International Development Association (hereinafter called the “Association”) towards the cost of the Services and intends to apply a portion of the proceeds of this credit to eligible payments under this Contract, it being understood (i) that payments by the Association will be made only at the request of the Client and upon approval by the Association, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the credit, and (iii) that no party other than the Client shall derive any rights from the agreement providing for the credit or have any claim to the credit proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract;

(b) The Special Conditions of Contract;

(c) The following Appendices:
   Appendix A: Description of Services ___ Used
   Appendix B: Reporting Requirements ___ Used
   Appendix C: Key Personnel and Sub-Consultants ___ Used
   Appendix D: Breakdown of Contract Price in Foreign Currency ___ not used
   Appendix E: Breakdown of Contract Price in Local Currency ___ Used
   Appendix F: Services and Facilities Provided by the Client ___ Used
   Appendix G: Form of Advance Payment Guarantee ___ Used
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

   (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

   (b) The Client shall make payments of the sum of twenty four million naira (N \text{24,000,000}) only to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of State Project Coordination Unit

John Umar Attoe, Project Coordinator  …………………
[Authorized Representative]

In the presence of:
Signature……………………
Name……………………
Title……………………

For and on behalf of BENJAMIN Limited International Logistic Expert

Benjamin Peters/ CEO………………
[Authorized Representative]

In the presence of:
Signature……………………
Name……………………
Title……………………
II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.


(c) “Consultant” means any private or public entity that will provide the Services to the Client under the Contract.

(d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.

(e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.

(g) “Foreign Currency” means any currency other than the currency of the Client’s country.

(h) “GC” means these General Conditions of Contract.

(i) “Government” means the Government of the Client’s country.

(j) “Local Currency” means the currency of the Client’s country.

(k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.

(l) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.

(m) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
II. General Conditions of Contract

Annex II. Lump-Sum Contract

6

(n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

(o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.

(q) “In writing” means communicated in written form with proof of receipt.

1.2 Law Governing Contract

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

1.3 Language

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

1.4 Notices

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

1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5 Location

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

1.6 Authority of Member in Charge

In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.7 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties

The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is
1.9 Fraud and Corruption

3. Definitions

4. It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), as well as Consultants under Bank-financed contracts, observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Bank:

(a) defines, for the purpose of this provision, the terms set forth below as follows:

(i) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the selection process or in contract execution;

(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) “collusive practices” means a scheme or arrangement between two or more consultants, with or without the knowledge of the Borrower, designed to establish prices at artificial, noncompetitive levels;

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

(b) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

(c) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract;

(d) will require the successful Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The
information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
2.5.3 Extension of Time

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

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

6.

2.6.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days’ written notice of termination to the Consultant, and sixty (60) days’ in the case of the event referred to in (e).

(a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.

(b) If the Consultant becomes insolvent or bankrupt.

(c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
The Consultants may terminate this Contract, by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Consultant:

(a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with Sub-Consultants or third Parties.
3.2 Conflict of Interests

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

3.2.1 Consultants Not to Benefit from Commis- sions, Discounts, etc.

The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant’s only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken Out by the Consultant

The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants’, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client’s request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
3.5 **Consultant’s Actions Requiring Client’s Prior Approval**

The Consultant shall obtain the Client’s prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C, and
- (c) any other action that may be specified in the SC.

3.6 **Reporting Obligations**

- (a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.7 **Documents Prepared by the Consultant to be the Property of the Client**

- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
- (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 **Accounting, Inspection and Auditing**

7. The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative and/or the Bank, and up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client or the Bank, if so required by the Client or the Bank as the case may be.

### 4. **Consultant’s Personnel**

8. **4.1 Description of Personnel**

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant’s Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in
Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client’s written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Client shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Payment

The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional
II. General Conditions of Contract

6.2 Contract Price  
(a) The price payable in foreign currency/currencies is set forth in the SC.

(b) The price payable in local currency is set forth in the SC.

6.3 Payment for Additional Services  
For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment  
Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereeto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payments  
If the Client has delayed payments beyond fifteen (15) days after the due date stated in the Clause SC 6.4, interest shall be paid to the Consultant for each day of delay at the rate stated in the SC.

7. GOOD FAITH

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

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement  
The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Resolution  
Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party’s request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.
### III. Special Conditions of Contract

<table>
<thead>
<tr>
<th>Number of GC Clause</th>
<th>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>{1.1(a)}</td>
<td>{The words “in the Government’s country” are amended to read “in Nigeria”}</td>
</tr>
<tr>
<td>1.3</td>
<td>The language is: <strong>English</strong></td>
</tr>
<tr>
<td>1.4</td>
<td>The addresses are:</td>
</tr>
<tr>
<td></td>
<td>Client: ABC State Malaria Control Booster Project,</td>
</tr>
<tr>
<td></td>
<td>AATMCA No 4 BUNDALA Road, ABC, ABC State.</td>
</tr>
<tr>
<td></td>
<td>Attention: John Umar Attoe, Project Manager</td>
</tr>
<tr>
<td></td>
<td>Tel: +234-855 852 2343</td>
</tr>
<tr>
<td></td>
<td>E-mail:</td>
</tr>
<tr>
<td></td>
<td>Consultant: BENJAMIN Limited International Logistic Expert, No.20, Etta Agbor Road, Abuja,</td>
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<tr>
<td></td>
<td>Attention: Benjamin Peters</td>
</tr>
<tr>
<td></td>
<td>Tel: 08023465413</td>
</tr>
<tr>
<td></td>
<td>E-mail:</td>
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</tbody>
</table>
### III. Special Conditions of Contract

#### Annex II – Lump-Sum Contract

<table>
<thead>
<tr>
<th>Section</th>
<th>Text</th>
</tr>
</thead>
<tbody>
<tr>
<td>{1.6}</td>
<td>The Member in Charge is [insert name of member]</td>
</tr>
<tr>
<td></td>
<td>Not applicable</td>
</tr>
<tr>
<td>1.7</td>
<td>Not applicable</td>
</tr>
<tr>
<td>10. 1.8</td>
<td>The Client shall pay on behalf of the consultant only 5% of the contract sum for value-added tax and withholding tax in respect of:</td>
</tr>
<tr>
<td></td>
<td>(a) any payment made to the consultants in connection with the carrying out of the services;</td>
</tr>
<tr>
<td>{2.1}</td>
<td>The Effective Date is: <strong>Date of signing the Contract by both parties.</strong></td>
</tr>
<tr>
<td>11.</td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>The date for the commencement of Services is <strong>14 days after signing the Contract.</strong></td>
</tr>
<tr>
<td>2.3</td>
<td>The time period shall be 18 <strong>man-months.</strong> Over a duration of 18 months.</td>
</tr>
<tr>
<td>12. 3.4</td>
<td>The risks and the coverage shall be as follows:</td>
</tr>
<tr>
<td>13.</td>
<td>(b) Third Party liability insurance, with a minimum coverage of <em>amount</em>; <strong>as applicable in Nigeria.</strong></td>
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<tr>
<td></td>
<td>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services <strong>as applicable in Nigeria.</strong></td>
</tr>
<tr>
<td>14.</td>
<td></td>
</tr>
<tr>
<td>15. {3.7 (b)}</td>
<td>The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.</td>
</tr>
<tr>
<td>16.</td>
<td></td>
</tr>
<tr>
<td>{5.1}</td>
<td>“Not applicable.”</td>
</tr>
</tbody>
</table>
### III. Special Conditions of Contract

#### Annex II – Lump-Sum Contract

<table>
<thead>
<tr>
<th>6.2(a)</th>
<th>The amount in foreign currency or currencies is Not applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.2(b)</td>
<td>The amount in local currency is N 24,000,000</td>
</tr>
<tr>
<td>6.4(a)</td>
<td>The accounts are:</td>
</tr>
<tr>
<td></td>
<td>for foreign currency or currencies: Not applicable</td>
</tr>
<tr>
<td></td>
<td>for local currency: Not applicable</td>
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<tr>
<td></td>
<td>Payments shall be made according to the following schedule:</td>
</tr>
<tr>
<td></td>
<td>(a) ten (10) percent of the Contract Price shall be paid on the commencement date against the submission of an advance payment guarantee for the same.</td>
</tr>
<tr>
<td></td>
<td>(b) ten (10) percent of the lump-sum amount shall be paid upon satisfactory submission of reports No.1 and 2 in the TOR.</td>
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<tr>
<td></td>
<td>(c) Thirty (30) percent of the lump-sum amount shall be paid upon satisfactory submission of report No. 3 and 4 in the TOR.</td>
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<tr>
<td></td>
<td>(d) twenty five (25) percent of the lump-sum amount shall be paid upon satisfactory submission of report 5 and 6 in the TOR.</td>
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<tr>
<td></td>
<td>(e) ten(10) percent of the lump-sum amount shall be paid upon satisfactory submission of report No. 7 in the TOR</td>
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<tr>
<td></td>
<td>(f) Fifteen (15) percent of the lump-sum amount shall be paid upon approval of the final report in the TOR.</td>
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<tr>
<td></td>
<td>(g) The advance payment guarantee shall be released when the total payments reach Seventy (70) percent of the lump-sum amount.</td>
</tr>
<tr>
<td>6.5</td>
<td>The interest rate is: LIBOR +1.(London Inter Bank offered Rate per Annum</td>
</tr>
<tr>
<td>8.2</td>
<td>Disputes shall be settled by arbitration in accordance with the following provisions:</td>
</tr>
<tr>
<td></td>
<td>1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:</td>
</tr>
<tr>
<td></td>
<td>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party</td>
</tr>
</tbody>
</table>
who initiated the proceedings, either Party may apply to the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the Secretary General of the Permanent Court of Arbitration, The Hague.

17. (c) If, in a dispute subject to Clause SC 8.2 1.(b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the the Secretary General of the Permanent Court of Arbitration, The Hague; to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

2. Rules of Procedure. Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause SC 8.2 1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant’s home country [Note: If the Consultant consists of more than one entity, add: or of the home country of any of their Members or Parties] or of the Government’s country. For the purposes of this Clause, “home country” means any of: 
III. Special Conditions of Contract  

Annex II – Lump-Sum Contract

(a) the country of incorporation of the Consultant [Note: If the Consultant consists of more than one entity, add: or of any of their Members or Parties]; or

(b) the country in which the Consultant’s [or any of their Members’ or Parties’] principal place of business is located; or

(c) the country of nationality of a majority of the Consultant’s [or of any Members’ or Parties’] shareholders; or

(d) the country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract.

5. **Miscellaneous.** In any arbitration proceeding hereunder:

   (a) Proceedings shall, unless otherwise agreed by the Parties, be held in To be mutually agreed by both parties.

   (b) the **English** language shall be the official language for all purposes; and

   (c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

ABC STATE MALARIA CONTROL BOOSTER PROJECT: TERMS OF REFERENCE FOR CONSULTANCY FIRM FOR LOGISTIC AND SUPPLY CHAIN MANAGEMENT.

BACKGROUND

The Federal Government of Nigeria has received a credit from the International Development Association (IDA) towards the cost of implementing Malaria Control Booster Project (MCBP) in Seven pilot States namely ABC, EFG, HIJ, KLM, NOP, QRS, and TUV States and intends to apply part of the proceeds for consultancy services in these seven States of the Federation. The overall objective of the project is to ensure that the target population will have improved access to, and utilization of, a well-defined set of Malaria plus Package interventions (MPP), and to strengthen Federal and states ability to manage and oversee delivery of malaria plus interventions. The following Terms of Reference (TOR) are developed for consultancy firm that are required to support the implementation of the project especially the Logistic and supply chain management.

The consultant’s services are required to assist in ensuring the effective delivery of the procured commodities by the state and the Federal Governments and in accordance with standard practice, enhancing the capacity of the Logistic Officer to ensure due process in procurement and logistic function as contained in the World Bank procurement guidelines.

2.0 Objective of the Assignment

The objective is to improve the availability of malaria supplies and to develop data base on Logistic which include documentation, forecasting, and quantification during the development of annual work plan and computerization of store records at state and local government levels and improving the method of storage of MPP Commodities with a view to minimizing losses and expiry of the commodities and to enhance the capacity of the logistic officer to ensure procurement and logistic functions as contain in the procurement manual.

3.0 Scope of Service

The Consultants is expected to provide technical support in developing database on Logistic which include documentation, forecasting, and quantification during
the development of annual work plan and computerization of store records at state and local government levels and specifically address the following issues:

- Develop a functional database on Logistic and supply chain management at state and local government levels.

- Review and develop an effective distribution method that will increase access to commodities by the beneficiaries and minimize losses or expiring of the items.

- Develop software for computerization of store records at state level.

- Review and design an effective and efficient storage method of MPP.

- Building the capacity of Logistic officer and other project staff on Logistic and supply chain management.

- Develop and prepare a standard logistic plan acceptable to the World Bank.

- Review and recommend ways for upgrading the standard of storage facilities for storing of valuable commodities/items at State and LGA levels as well as strengthening the capacity of store keepers at both levels in terms of store keeping and other related issues.

- Any other activities that will enhance the implementation of the Logistic and supply chain management.

- Prepare and develop an information system to measure output and outcome indicators, based on the project indicators and establish a project logistic management information system (LMIS) data (collecting three essential data: stock on hand, consumption, losses and adjustment) in close coordination and collaboration with the project procurement team.

- Assess the state and LGAs storage and delivery capacity and identify bottlenecks along with solutions.

4.0 **Expected Output (Deliverables)**

(i) Report of activities carried out on a monthly and Quarterly basis on Logistic and supply chain management.

(ii) Functional database on Logistic and supply chain management at state and local government levels.

(iii) Effective distribution method that will increase access to commodities by the beneficiaries with minimal losses.
(iv) Software for store records computerization.
(v) Report on training of project staff on Logistic and supply chain management
(vi) An effective and efficient storage method of MPP.
(vii) Standard logistic plan
(viii) Final report, documenting accomplishments, record of skills and knowledge transfers and recommendations.

5.0 MINIMUM QUALIFICATION
The assignment is expected to be conducted by a reputable consultancy firm, with considerable experience in Logistic and supply chain management and personnel possessing requisite qualification and experience in Logistic and supply chain management. Each member of the team should have, at least, a minimum of Bachelor Degree in relevant field with 5 years post-qualification experience. Team should include the following expertise (a) Pharmacist (b) Store Manager (c) ICT Specialist.

6.0 Duration
The total consultancy input required for this assignment is 18 Man-months over a period of 18 calendar months.

7.0 Reporting.
The Consultant shall report to the Project Manager.

8.0 Client Contribution
The client shall provide an office accommodation, available relevant documents, and vehicle for local running, computer and access to internet facility to the Consultant during the period of the assignment.

APPENDIX B - REPORTING REQUIREMENTS

All reports shall be submitted in 3 hard copies and one soft copy to the Project manager.
APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS

1. Pharm. Ernest John Oyube - Team Leader
2. Lekum B Lekum - Accountant / Economist
3. Obianari Attoe - ICT specialist
APPENDIX E – BREAK DOWN OF CONTRACT PRICE IN LOCAL CURRENCY

1. REMUNERATION OF STAFF

**ACTIVITY NO. 1: DESCRIPTION: REVIEW OF CURRENT STRATEGY AND ACTION PLAN FOR THE MODERNIZATION OF STATE PERSONNEL RECORDS MANAGEMENT**

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<th>POSITION</th>
<th>NAME</th>
<th>RATE (PER MAN-MONTH IN NAIRA)</th>
<th>TIME SPENT (MAN-MONTH)</th>
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<td>1,080,000.00</td>
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<td>LOGISTICS OFFICER</td>
<td>PETER BASSEY</td>
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2. REIMBURSABLE

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<td>SUBSISTENCE/PERDIEM</td>
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<td>3</td>
<td>TRANSPORTATION COST</td>
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<td>4</td>
<td>PRODUCTION OF REPORTS</td>
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<td>5</td>
<td>EQUIPMENT</td>
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<td>6</td>
<td>COMMUNICATION</td>
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<td>TRAININGS</td>
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</table>
APPENDIX F - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

1. Office accommodation
2. Counterpart staff
3. Access to internet service
4. Relevant available document
5. Computer Services
APPENDIX G - FORM OF ADVANCE PAYMENTS 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] (hereinafter called “the Consultants”) has entered into Contract No. [reference number of the contract] dated [insert 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]) 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.

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 certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the __ day of __________, 20__.2

1 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.

2 Insert the expected expiration date. 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. In preparing this guarantee,
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. 458.

[signature(s]

the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”