



REQUEST FOR PROPOSAL

**ENVIRONMENTAL AND SOCIAL IMPACT
ASSESSMENT (ESIA) OF THE 30KV TRANSMISSION
LINE OF THE SPECIAL ECONOMIC ZONE OF POINTE
NOIRE (SEZ-PNR),
REPUBLIC OF CONGO.**

Pointe-Noire Special Economic Zone – RFP for ESIA

Customer ARISE IIP | Industrial Platforms of Congo Pointe-Noire

Document Title Provision of consulting services: Environmental and social impact assessment for the development of the 30 Kv Transmission Line in the Pointe-Noire special economic zone, Republic of Congo

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TERMS OF REFERENCE

1 Project context

1.1 Overview

ARISE Integrated Industrial Platforms (ARISE IIP) is a pan-African developer and operator of world-class industrial parks across the African continent. ARISE identifies opportunities in commercial and industrial value chains, finances, builds, and operates the necessary infrastructure, acting as a catalyst in the country's transition to an industrial economy. ARISE currently operates in Benin (GDIZ), Togo (PIA), Gabon (GSEZ), Côte d'Ivoire (PEIA), and the Bugesera Special Economic Zone (BSEZ) in Rwanda, and is expanding into other geographic areas. GSEZ was ranked the world's best special economic zone in the timber sector (FDI ranking 2020).

In October 2022, ARISE IIP partnered with the government of the Republic of Congo, creating a joint venture, Plateformes Industrielles Du Congo – Pointe-Noire (PICP) (hereafter, the "COMPANY"), which will oversee the development of the Pointe-Noire Special Economic Zone. The focus will be on wood, paper and pulp processing, metal processing, and methanol production. The zone will also host companies specializing in pharmaceuticals, plastic recycling, ceramics and construction materials, food processing, appliance assembly, and potentially other manufacturing industries.

The proposed project involves the construction, operation, and maintenance of a 30 kV medium-voltage double-circuit (double-terne) overhead transmission line connecting the Mongo-Kamba 2 (MGK2) (hereafter, the "Project"). The Project is intended to reinforce power supply capacity and ensure reliable electricity transmission to meet projected industrial and commercial demand.

The transmission line will originate from the MGK2 substation and will initially be installed as an underground cable section over a distance of approximately 15 km, before transitioning to an overhead configuration. The route will run along a private property for approximately 300 m, cross the Lac Ngamboussi over a span of about 200 m, and extend for approximately 300 m to cross the existing 220 kV transmission line. The alignment traverses areas of undulating and hilly terrain, forested zones, wetlands, and water bodies. The Project will be executed by the COMPANY.

The Project will include the installation of insulators, hardware fittings, earthing systems, lightning protection devices, and guard wires in accordance with applicable national regulations. Cable terminations, joints, and surge arresters rated for 36 kV will be installed at substations and transition points. Grounding systems will be implemented at all structures to ensure operational safety and protection against fault currents.

Associated infrastructure will include:

- Extension and upgrading of medium-voltage switchgear and protection systems at the MGK2 substation
- Construction of a receiving substation within the COMPANY
- Installation of two 30 kV feeders at the receiving substation
- Integration of protection relays and circuit breakers
- Installation of metering equipment
- Provision of SCADA interfaces for system monitoring and control.

Construction activities will comprise route surveying, geotechnical investigations, right-of-way demarcation, foundation excavation and concreting, erection of towers and poles, stringing and tensioning of conductors, installation of accessories, underground cable laying, testing, and commissioning. Temporary access

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tracks, material storage areas, and construction camps may be established where required. Special engineering measures will be applied at sensitive crossings, including the lake, wetlands, national road, fiber optic lines, and existing high-voltage infrastructure.

During the operational phase, the transmission line will be managed under standard grid operation procedures. Routine maintenance will include visual inspections, thermographic surveys, vegetation management within the right-of-way, structural integrity checks, and replacement of defective components. Emergency response and outage management systems will be implemented to ensure rapid fault detection and restoration of service.

The Environmental and Social Impact Assessment (ESIA) will assess the environmental and social impacts associated with route selection, construction activities, and operation of the 30 kV transmission line. Key issues to be evaluated include land acquisition and access restrictions, vegetation clearance, impacts on aquatic and wetland ecosystems, soil erosion, community and occupational health and safety, electromagnetic field exposure, and interactions with existing infrastructure.



Figure 1: Project location – Red line indicating the alignment of the transmission line route.

1.2 Objectives

The objectives of the ESIA for the Project are to:

- Conduct a comprehensive ESIA for the proposed Project in accordance with applicable national environmental and social regulations of the Republic of Congo, including all relevant permitting requirements.
- Ensure compliance with applicable international standards and lender requirements, including the IFC Performance Standards, the World Bank Group Environmental, Health, and Safety (EHS) Guidelines, the Equator Principles 4, and relevant Good International Industry Practice (GIIP), both general and industry specific.
- Identify, assess, and evaluate potential environmental and social impacts and risks associated with all phases of the project (construction, operation, and decommissioning), including direct, indirect, and cumulative impacts.

- Assess project alternatives, including site layout, design options, and operational scenarios, and justify the selected option based on environmental, social, technical, and economic considerations.
- Propose appropriate mitigation, avoidance, and enhancement measures to minimize adverse impacts and maximize positive environmental and socio-economic outcomes.
- Develop a clear, practical, and implementable Environmental and Social Management Plan (ESMP), including roles and responsibilities, monitoring indicators, reporting requirements, capacity-building measures, and estimated costs.
- Conduct an inclusive, transparent, and well-documented stakeholder engagement and public consultation process, in line with national requirements and international best practice, ensuring meaningful participation of affected communities and relevant stakeholders.
- Establish environmental and social monitoring and management frameworks, including grievance management mechanisms, emergency preparedness and response, and occupational health and safety provisions.
- Deliver a high-quality ESIA report that meets the expectations of the competent national authorities, supports the environmental permitting process, and is acceptable to lenders and development finance institutions.

2 Regulatory and Compliance Framework

2.1 National ESIA Process

All public construction and development projects in the Republic of Congo are subject to laws and regulations aimed at protecting the environment. The legal framework is anchored in Law No. 33-2023 of 17 November 2023 on sustainable environmental management, which requires the integration of environmental and social considerations into development planning. National requirements for ESIA are currently governed by Decree No. 2025-316 of 23 July 2025, which sets out the conditions and procedures for conducting environmental and social impact studies and notices. This decree replaces Decree No. 2009/415 of 20 November 2009 and applies to all projects likely to have significant environmental and social impacts.

Generally, the process is understood as follows:

- An initial series of consultations is organized, called a "Public Inquiry". The information gathered during the public inquiry is compiled in a report entitled "Framework Report".
- A mandate is produced based on a specific format.

The scoping report and the mandate to be submitted to the Direction Générale de l'Environnement (DGE) in Brazzaville, with all the formalities and supporting letters.

- A second series of consultations is organised as an "Information and Participation Meeting" (French for information and public engagement meetings) to present the conclusions of the ESIA and the proposed mitigation measures.
- During this round of consultations, the results of the ESIA and the proposed mitigation measures are presented to the public.
- All stakeholder comments must be compiled into a report (similar in format to the Scoping Report that completed the mandate) and submitted with the ESIA.
- The ESIA report must reflect the recommendation made in the revised terms of reference. Therefore, the report can only be submitted after comments on the terms of reference have been addressed and corrections and recommendations have been incorporated into the ESIA report.
- The annex to this decree stipulates in its conclusion that the report/assessment must present a clear statement of findings regarding the potential environmental risks and benefits of the project, and the most appropriate means of mitigating environmental impacts and benefits.

implementation, monitoring, and evaluation are also required.

- Approval of the ESIA project and its ESMP leads to a certificate confirming the environmental authorization issued by the Ministère de l'Environnement, du Développement Durable et du Bassin du Congo. The Ministry is represented by the DGE.

The main submissions to the Project's approving authority will include the following:

- **Report on the scope of the ESIA and terms of reference:** This document will define the scope of the ESIA studies. In accordance with the requirements of the National Environmental Authority, the mandate will include consultation with the inter-ministerial committee as well as formal engagement with key ESIA stakeholders. At this stage, the Company expects the submission of a Stakeholder Engagement Plan (SEP) and a detailed methodology outlining the approach and schedule for baseline data collection (including air quality, water, noise, marine ecology, and biodiversity) and impact assessment.
- **ESIA report:** A comprehensive report documenting the ESIA process, findings, and conclusions, prepared in accordance with the approved scoping report and terms of reference.

2.2 International Industry Standards and Guidelines

The ESIA will be prepared in line with applicable national regulations and international standards, including the IFC Performance Standards, in particular PS1 (Assessment and Management of Environmental and Social Risks and Impacts) and PS5 (Land Acquisition and Involuntary Resettlement), the Equator Principles 4, and relevant Good International Industry Practice (GIIP), both general and industry specific. Other IFC Performance Standards will be applied, as appropriate, based on the outcomes of the ESIA scoping process.

3 Scoping

The first step in the ESIA process is a scoping phase. The objective of this phase is to identify the risks and potentially significant impacts associated with the implementation of the Project and to establish the ESIA framework.

The main tasks for determining the scope to be undertaken by the consultant are summarized below:

- Describe the components and alternatives of the Project.
- Define and map the Project's area of influence that may be affected by the Project's direct, indirect, and cumulative impacts.
- Describe the regulatory and administrative framework of the Project in the context of the ESIA.
- Develop a Stakeholder Mobilization Plan (SMP) and prepare a SEP.
- Review the availability of baseline data and identify gaps in the data to establish requirements for baseline studies, including their spatial and temporal scope.
- The interaction between Project aspects and the environment should be studied using the source-pathway-receptor model to identify potentially significant impacts while delineating issues of minor importance. A comprehensive and inclusive consideration of all relevant environmental and social receptors that may be affected by or affect the Project is essential for the successful development of ESIA.
- Describe the methodology for assessing direct, indirect, cumulative and transboundary impacts during the ESIA phase.
- Discuss mitigation and monitoring measures for the integrated design where possible at this early stage.
- Describe the scope and structure of the ESIA report.
- Prepare and ensure that the public hearing is led by the investigating commissioner and that the memorandum is submitted within the required 5-day deadlines.

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The consultant will prepare a scoping report (term of reference) for the ESIA to be submitted to the DGE. The indicative content of the report is described below and must be aligned with regulatory requirements:

- Introduction
- Project description and alternative solutions to be considered in the ESIA
- Regulatory and administrative framework and applicable standards to be respected
- Identification and presentation of available environmental and social reference data and information gaps
- Identification of potential significant problems and impacts (environmental and social assessment)
- Scope of the ESIA with a description of the environmental and social topics to be studied, the methodologies and modelling to be used and other data collection requirements
- Mitigation measures to be studied within the framework of the ESIA
- Detailed work plan for the ESIA, including the schedule of activities and other necessary studies and the collection of required data from the gap analysis
- Consultation/communication files and stakeholder mobilization plan
- Recommendations.

4 Environmental And Social Impact Assessment

Executive Summary (Non-Technical Summary)

A concise, non-technical summary of the project, key findings of the ESIA, principal environmental and social impacts, proposed mitigation measures, and overall conclusions. This section will be prepared for disclosure to authorities, lenders, and stakeholders.

Legal and Institutional Framework

The consultant will present all applicable national legal and regulatory requirements of the Republic of Congo, including environmental protection, social safeguards, land use, labor, health and safety, and sector-specific regulations. Relevant international conventions and agreements ratified by the Republic of Congo, as well as applicable IFC PS and World Bank Group EHS Guidelines, will be outlined. The COMPANY's internal environmental and social policies and standards will also be described.

Project Description

Detailed description of the project will be provided, including its objectives, justification, location, layout, components, and associated facilities. Project activities for all phases (pre-construction, construction, operation, and decommissioning) will be described. Expected emissions and discharges (air emissions, effluents, waste, noise, vibration, traffic, etc.) will be identified and assessed qualitatively and, where possible, quantitatively. Where design information is not finalized, reasonable assumptions and boundaries will be clearly stated.

Project Area of Influence (AoI)

The ESIA will define the AoI, covering:

- Direct impact areas
- Indirect and induced impact areas
- Areas affected by associated facilities
- Cumulative impact areas.

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Analysis of Alternative Solutions

Reasonable alternatives will be assessed, including:

- Project location and layout
- Design and configuration options
- Technology and operational alternatives
- Phasing and scheduling options
- The “no-project” alternative.

Alternatives will be compared based on technical feasibility and environmental and socio-economic impacts, and the rationale for selecting the preferred option will be clearly justified.

Characterization of Reference Conditions (Baseline)

Baseline conditions will establish a comprehensive understanding of the existing biophysical, socioeconomic, and cultural environment within the project's area of influence. This baseline will be developed using a combination of primary field surveys and secondary data sources and will provide the foundation for impact identification, significance assessment, and the definition of appropriate mitigation and management measures.

| Baseline Category | Key Components / Receptors | Description of Scope | Example Survey Indicators |
|----------------------|----------------------------|--|--|
| Physical Environment | Land use and land cover | Existing land uses, zoning, settlement patterns, and compatibility with the proposed project | Land use maps, % built-up area, agricultural land coverage, buffer zones, settlement density |
| | Meteorology and climate | Temperature, rainfall, wind patterns, extreme events, and climate change projections | Average temperature (°C), annual rainfall (mm), wind speed/direction, extreme weather frequency |
| | Air quality | Ambient air quality conditions and existing emission sources | SO ₂ , NOx, CO ₂ , CO, PM ₁₀ , PM _{2.5} , VOCs, O ₃ |
| | Noise and vibration | Baseline acoustic environment and sensitive receptors | Day/night noise levels (dB(A)), peak vibration (mm/s), distance to receptors |
| | Geology and soils | Geological setting, soil types, erosion potential, and contamination risks | Soil texture, pH, organic matter, heavy metals, erosion index |
| | Natural hazards | Flooding, coastal erosion, storm surge, sea-level rise, and seismic risks | Flood return period, erosion rate, seismic zone, storm surge height |

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| Baseline Category | Key Components / Receptors | Description of Scope | Example Survey Indicators |
|---------------------------|-------------------------------------|---|--|
| Biological Environment | Surface water | Rivers, streams, coastal waters, hydrology, and water quality | pH, BOD, COD, turbidity, DO, TSS, nitrates, phosphates |
| | Groundwater | Aquifers, groundwater levels, quality, and usage | Water table depth, salinity, EC, nitrates, heavy metals |
| | Flora and fauna | Terrestrial, coastal, and marine species, including endemic and protected species | Species richness, abundance, IUCN status, endemic species count |
| | Habitats and ecosystems | Natural, modified, and critical habitats; ecosystem integrity | Habitat type, fragmentation index, vegetation cover (%) |
| | Protected and sensitive areas | National parks, reserves, wetlands, and internationally recognized sites | Distance to protected area, Ramsar/IBA presence, buffer zones |
| | Ecosystem services | Provisioning, regulating, cultural, and supporting services | Fish catch volume, water supply capacity, carbon stock, tourism value |
| Socioeconomic Environment | Legacy environmental issues | Historical impacts and pollution from previous developments | Contaminated sites, hydrocarbon levels, heavy metal concentrations |
| | Demographics and settlements | Population size, density, growth trends, and settlement patterns | Population growth rate, household size, settlement density |
| | Livelihoods and economic activities | Income sources, employment, fisheries, agriculture, and commerce | Employment rate, average income, crop yield, fishing effort |
| | Health and education | Access to healthcare, education facilities, and public services | Doctor–population ratio, school enrollment rate, disease prevalence |
| | Infrastructure and services | Water supply, sanitation, solid waste, energy, transport, and communications | Access to potable water (%), electrification rate, waste collection coverage |

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| Baseline Category | Key Components / Receptors | Description of Scope | Example Survey Indicators |
|---------------------------------|------------------------------------|--|---|
| Social and Cultural Environment | Traffic and transport | Existing traffic volumes, routes, and safety conditions | Average daily traffic, accident rate, road capacity |
| | Social organization and governance | Community structures, leadership, and decision-making systems | Number of community committees, dispute resolution mechanisms |
| | Cultural heritage | Archaeological, historical, and cultural sites and practices | Number of sites, buffer zones, heritage risk rating |
| | Gender and vulnerability | Gender roles, vulnerable groups, and social inclusion | Gender employment ratio, female-headed households, disability rate |
| | Labor and working conditions | Employment conditions, workforce characteristics, and labor influx risks | Contract type, wage levels, working hours, accident rate |
| | Community health and safety | Public health conditions, safety risks, and security context | Disease incidence, accident statistics, crime rate, emergency response time |

Methodology and impact assessment

The identification, analysis, and assessment of environmental and social impacts associated with both planned and unplanned (accidental) project activities will be undertaken for the pre-construction, construction, operational and decommissioning phases of the project. The impact assessment will follow an iterative and systematic approach based on the following key steps:

- Impact prediction, including the identification of potential impacts and their magnitude (i.e. the nature and scale of changes resulting from project activities on environmental and social receptors).
- Significance evaluation, considering the sensitivity and vulnerability of environmental and human receptors.
- Identification of mitigation and enhancement measures to avoid, minimize, manage, or compensate for adverse impacts and to enhance positive impacts.
- Assessment of residual impacts after the implementation of mitigation and enhancement measures.

Where significant residual impacts remain, additional mitigation alternatives will be examined to reduce impacts to a level that is as low as reasonably practicable (ALARP). Where residual impacts cannot be further reduced, appropriate compensation and/or offset measures will be proposed.

The significance of identified impacts will be determined using criteria that include:

- Compliance status with applicable national laws, regulations, policies, and plans, as well as relevant international standards, industry guidelines, and lender requirements.
- Magnitude of impact, considering the nature, scale, geographic extent, duration, and reversibility of

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changes to the biophysical or socio-economic environment, expressed quantitatively where feasible. The perceived significance of impacts by affected stakeholders will also be considered.

- Sensitivity and resilience of receptors, including the ecological importance and capacity of physical and biological receptors to withstand change, and the vulnerability, adaptive capacity, and socio-economic characteristics of affected communities or groups.
- Likelihood of occurrence, including the probability of impacts arising from abnormal, emergency, or accidental events.

All identified impacts will be evaluated, and the assessment findings and conclusions will be summarized in a comprehensive impact assessment matrix, including proposed mitigation measures and residual impact ratings.

Cumulative Impact Assessment

The ESIA will assess cumulative impacts resulting from the project in combination with existing and reasonably foreseeable developments within the project area, including power generation facilities, substations, other transmission and distribution networks, access roads, and related infrastructure, as well as other planned industrial and infrastructure projects.

Climate Change and Greenhouse Gas Assessment

The assessment will include:

- Evaluation of climate change risks to the project (e.g. sea-level rise, flooding, extreme weather)
- Project resilience and adaptation measures.
- Estimation of project-related GHG emissions and identification of feasible emission reduction measures, where applicable.

Biodiversity and Critical Habitat Assessment

Biodiversity impacts will be assessed in line with IFC PS6 (including RAMSAR sites), as well as screening for natural and critical habitats, application of the mitigation hierarchy, and identification of offsets if required.

Land Acquisition, Resettlement, and Livelihoods

Potential land acquisition, displacement, and livelihood impacts will be assessed and aligned with applicable national requirements and IFC PS5. Linkages with LRP study will be clearly defined where relevant.

Labor, Community Health, Safety, and Security

The ESIA will assess labor and working conditions (IFC PS2), occupational health and safety, worker accommodation, labor influx risks, traffic safety, emergency preparedness, and security arrangements.

Environmental and Social Management Plan

An ESMP framework will be incorporated into the ESIA report, with a more detailed ESMP issued as a standalone document. The ESMP will consolidate mitigation, monitoring, and institutional measures including relevant policies, procedures, and practices required to achieve the project's environmental and social sustainability. The level of detail, complexity, and prioritization of measures will be commensurate with the nature, scale, and significance of the project's risks and impacts.

The ESMP will define clear environmental and social management objectives and outcomes, supported by indicators, performance targets, and acceptance criteria to monitor implementation and effectiveness. It will

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also specify implementation responsibilities, required financial and human resources, and the organizational arrangements and processes for effective execution.

The ESMP will provide general and project-specific guidance for the pre-construction, construction, and operation and maintenance phases, and will be designed for seamless integration into:

- Contractor technical specifications and environmental and social requirements included in tender documents; and
- Operation, user, and maintenance manuals.

Stakeholder Engagement and Public Disclosure

Stakeholder consultation is a core component of the ESIA process, ensuring that all relevant stakeholders have access to project information, can express their views, and can identify social, environmental, and cultural values that should inform decision-making.

Consultation will be undertaken throughout the project lifecycle and will be planned to maximize its effectiveness. A SEP will be prepared during the scoping phase to guide the consultation process.

Effective stakeholder engagement will help identify potential concerns early, reduce the risk of unforeseen impacts, and prevent future grievances and corrective actions. This process is distinct from the statutory public hearing, which enables environmental authorities to confirm that stakeholder views have been adequately considered and that the project does not raise significant objections.

Disclosure of the ESIA will be carried out by the consultant following approval of the ESIA report by the Company and competent authority.

Environmental and Social Monitoring, Reporting, and Commitments

Monitoring programs, reporting arrangements, and adaptive management measures will be defined. A consolidated Environmental and Social Commitments Register will summarize mitigation measures, responsibilities, timelines, and monitoring indicators.

5 Timeline and deliverables

The ESIA Consultant will have to complete the ESIA process up to the delivery to and final acceptance by Arise IIP while completing all the following key deliverables. The ESIA Consultant will supply a detailed schedule showing his capacity to respect this timeline.

The ESIA consultant will take into consideration that they will have to hire any local sub consultant to facilitate their required studies. They will be responsible for the management of their sub consultants. The list of proposed sub-consultants and their role should however be presented in the technical proposal submission by the ESIA consultant.

The consultant is expected to complete the national ESIA report in 60 days from contract signature.

A kick-off meeting must be organized by the consultant within one week of the contract award. At least one member of his team and one representative of the local sub consultant should participate in this meeting that must be organized. All stakeholder engagement activities will be designed and led by the consultant. A stakeholder engagement log must be maintained and submitted to the Company monthly.

The ESIA Consultant may recommend that a workshop be organized to discuss monitoring requirements, impacts and mitigation aspects.

Summary of deliverables:

- **Bi-monthly progress report:** The consultant shall prepare and submit bi-monthly progress reports to

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the Company's representatives. The format and content will be agreed during the kick-off meeting. At a minimum, reports shall cover budget expenditure to date versus planned budget, completed and upcoming tasks, Health, Safety, and Environment issues encountered, and key challenges, risks, and schedule impacts. Reports shall be provided in French, in an editable electronic format.

- **Stakeholder Engagement Plan:** A dedicated document outlining the stakeholder engagement strategy for the entire ESIA process, including consultation activities and public disclosure requirements.
- **ESIA Scoping Report/Mandate:** A scoping report containing all information required by the DGE. The mandate shall be prepared in French and formally submitted to the DGE to facilitate regulatory approval. Both editable and PDF versions shall be shared with ARISE.
- **Draft ESIA and ESMP:** Submit a draft ESIA and ESMP for review by the COMPANY.
- **Final ESIA Report:** Preparation and submission of the final ESIA report, including ten hard copies to the Ministry of Environment for validation. The national ESIA shall be prepared in French and translated into English. The consultant is required to attach a copy of the proof of payment for ESIA fees as an annex of the ESIA report. The consultants is also required to attach the TORs and letter accompanying the TORs in the appendices part of the report.
- **Standalone ESMP:** A separate ESMP compliant with DGE requirements, prepared in French and translated into English.

All paper copies required for governmental review will be produced and assumed by the consultants for submission to DGE. The ESIA Consultant should submit hard copy to the DGE for preliminary review before the final submission as per national regulation.

6 Requirements for the consultant

The COMPANY is seeking a consultant with a strong and demonstrated track record in delivering assignments comparable in scope and complexity to the project described in this RFP. The consultant must demonstrate the following experience and capabilities:

- Proven experience in conducting ESIA in full compliance with the national regulatory framework of the RoC, including successful submission and approval by the competent authorities.
- Substantial experience in the infrastructure sector, particularly in the development and implementation of transmission lines and related energy infrastructure, including associated facilities such as substations, access roads, and right-of-way corridors.
- Demonstrated ability to deliver ESIA aligned with international standards, including the IFC PS and World Bank Group EHS Guidelines, where applicable.
- Experience in managing and coordinating multidisciplinary teams of environmental and social specialists.
- Proven capacity to design and implement stakeholder engagement and public consultation processes, including preparation of SEPs and disclosure materials.
- Strong experience in preparing ESMPs and supporting project implementation readiness.
- A track record of delivering high-quality, lender-ready reports within agreed timelines.

Instructions to the author of the proposal

7 DEFINITIONS

- **"Contract"** means the agreement to be signed by and between the COMPANY and the successful bidder, all documents attached thereto, including the General Terms and Conditions (GTC) and Annexes.
- **"Country"** refers to the country indicated in the Technical Data Sheet.
- **"Technical sheet"** means the part of the Instructions to Bidders used to reflect the conditions of the tendering process that are specific to the requirements of the RFP.
- **"Day"** refers to the civil day.
- **"Government"** refers to the Government of the Republic of the Congo
- **"Instructions to Bidders"** refers to the complete set of documents that provide bidders with all the necessary information and procedures to follow during the preparation of their proposals.
- **"Significant deviation"** means any content or feature of the proposal that differs significantly from an essential aspect or requirement of the RFP and that: (i) significantly alters the scope and quality of the requirements; (ii) limits the rights of the COMPANY and/or the obligations of the offer; or (iii) adversely affects the fairness and principles of the procurement process, such as those that compromise the competitive position of another offer.
- **"Proposal"** means the proposer's response to the request for proposals, including the proposal submission form, the technical and financial proposal and all other documents attached thereto as required by the RFP.
- **"Proposer" / "PMC" / "Consultant"** means any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by the COMPANY through this RFP.
- **"DP"** refers to the request for proposals consisting of instructions and references prepared by the COMPANY for the purpose of selecting the best service provider to provide the services described in the mandate.
- **"Services"** refers to all the tasks and deliverables requested by the COMPANY within the framework of the DP.
- **"Additional Information to the RFP"** means a written communication issued by the COMPANY to potential bidders containing clarifications, answers to questions received from potential bidders, or changes to the Request for Proposals, at any time after the publication of the Request for Proposals, but before the deadline for submitting proposals.
- **"Reference Framework"** (TOR) refers to this document from section 1 to section 6, which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data relevant to the execution of the range of tasks and services expected from the successful bidder.

8 GENERALITIES

- The COMPANY hereby solicits proposals in response to this Request for Proposals (RFP). Bidders must strictly comply with all requirements of this RFP. No changes, substitutions, or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless instructed or approved in writing by the COMPANY in the form of supplementary information to the Request for Proposals.
- Submitting a proposal will be considered an acknowledgement by the proposer that all obligations stipulated in this RFP will be met and, unless otherwise indicated, the proposer has read, understood and accepted all instructions in this request for proposals.
- Any submitted Proposal will be considered an offer by the Proposer and does not constitute or imply acceptance of a Proposal by the COMPANY. The COMPANY has no obligation to award a contract to any bidder as a result of this Request for Proposals.
- The COMPANY implements a zero-tolerance policy with regard to prescribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. The COMPANY undertakes to prevent, identify, and address all acts of fraud and corruption against the COMPANY and third parties involved in the COMPANY's activities.
- In responding to this RFP, the COMPANY requires all applicants to conduct themselves professionally, objectively, and impartially, and to prioritize the COMPANY's interests at all times. Applicants must strictly avoid conflicts with other assignments or their own interests, and act without regard to future work. Any applicant found to be in a conflict of interest will be disqualified.

9 Regulatory And Compliance Framework

Proposals must be complete, signed, and accompanied by the following documents:

- Documents establishing the applicant's eligibility and qualification (i.e., registration certificates).
- Technical proposal.
- Financial proposal.
- Any attachment and/or appendix to the proposal.

10 Clarification Of The Proposal

- Bidders may request clarifications on the RFP documents no later than the date indicated in the technical specifications preceding the proposal submission date. All requests for clarification must be submitted in writing electronically to the COMPANY's address indicated in the Technical Specifications. The COMPANY will respond in writing, with answers sent electronically (including an explanation of the request, but without identifying the source of the request).
- The COMPANY will endeavor to provide these answers to clarifications promptly, but any delay in such a response will not create an obligation for the COMPANY to extend the date for submitting proposals, unless the COMPANY considers such an extension to be justified and necessary.

11 Amendment To The Proposals

At any time before the proposal submission deadline, the COMPANY may, for any reason whatsoever, for example in response to a request requested by a proposer, amend the RFP in the form of additional information to the request for proposals and made available to all invited bidders.

To give potential proposers a reasonable time to consider changes in the preparation of their proposals, the COMPANY may, at its discretion, extend the deadline for submitting proposals, if the nature of the change to the RFP justifies such an extension.

12 Preparation Of Proposal

12.1 Cost

The Proposer shall bear all costs related to the preparation and/or submission of the Proposal, whether its Proposal is selected. The Company shall under no circumstances be liable for these costs, regardless of the conduct or outcome of the procurement process.

12.2 Language

The Proposal, as well as any related correspondence exchanged between the Proposer and the COMPANY, shall be written in the language(s) specified in the Technical Specification.

Any printed documentation provided by the Offeror in a language other than that indicated in the Technical Specifications must be accompanied by a translation into the preferred language indicated in the Technical Specifications. For the purposes of interpreting the proposal, and in the event of any discrepancy or inconsistency in meaning, the translated version in the preferred language shall prevail. Upon conclusion of a contract, the language of the contract governs the relationship between the contracting party and the COMPANY.

12.3 Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided with this RFP.

12.4 Technical Proposal Format and Content

Unless otherwise stated in the Data Sheet, the Proposer shall structure the Technical Proposal as follows:

- **Expertise of Firm/Organization** – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP. The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.
- **Proposed Methodology, Approach and Implementation Plan** – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the Data Sheet.
- **Management Structure and Key Personnel** – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

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In complying with this section, the Proposer assures and confirms to the COMPANY that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, the COMPANY reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programmed through no fault of the Proposer shall be made only with COMPANY's acceptance of the justification for substitution, and COMPANY's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

12.5 Financial Proposals

The Financial Proposal shall be prepared using the attached standard form. It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

12.6 Currencies

All prices shall be quoted in the currency indicated in the Data Sheet.

12.7 Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified Consultant.

12.8 Alternative Proposals

Unless otherwise specified in the Data Sheet, alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, Arise IIP reserves the right to award a contract based on an alternative proposal.

12.9 Validity Period

Proposals shall remain valid for the period specified in the Data Sheet, commencing on the submission deadline date also indicated in the Data Sheet. A Proposal valid for a shorter period shall be immediately rejected by Arise IIP and rendered non- responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, Arise IIP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing and shall be considered integral to the Proposal.

12.10 Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the Data Sheet.

13 Submission And Opening Of Proposals

13.1 Submission

The Financial Proposal and the Technical Proposal MUST BE COMPLETELY SEPARATE and sent to the address mentioned Data Sheet and clearly named as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate.

Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of the COMPANY.

13.2 Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence the COMPANY in the examination, evaluation and comparison of the Proposals or contract award decisions may, at COMPANY’s decision, result in the rejection of its Proposal.

14 Evaluation Of Proposals

14.1 Preliminary Examination of Proposals

The Company shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. The COMPANY may reject any Proposal at this stage.

14.2 Proposal Evaluation Criteria

The evaluation team shall review and evaluate the Technical Proposals and Financial proposal based on their responsiveness to the Terms of Reference and other documentation provided. It is to be noted by the Proposer that broadly the following weightage shall be made to the sections as below:

- ✓ 20% qualification of the team, including the qualification of the sub-consultants proposed for the mission
- ✓ 30% Approach and methodology
- ✓ 50% Financial Proposal.

COMPANY’s request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by COMPANY in the evaluation of the Proposals, in accordance with RFP.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by COMPANY, shall not be considered during the review and evaluation of the Proposals.

14.3 Responsiveness of Proposal

COMPANY’s determination of a proposal’s responsiveness will be based on the contents of the Proposal itself.

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A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a proposal is not substantially responsive, it shall be rejected by the COMPANY and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

14.4 Nonconformities, Reparable Errors and Omissions

Provided that a proposal is substantially responsive, Arise IIP may waive any non- conformities or omissions in the proposal that, in the opinion of the COMPANY, do not constitute a material deviation.

Provided that a proposal is substantially responsive, COMPANY may request the Proposer to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its proposal.

15 Award Of Contract

15.1 Right to Accept, Reject, or Render Non-Responsive Any or All Proposals

The COMPANY reserves the right to accept or reject any Proposal, to render any or all the Proposals as nonresponsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for Arise IIP action. Furthermore, the COMPANY shall not be obliged to award the contract to the lowest price offer.

15.2 Award Criteria

Prior to expiration of the period of proposal validity, Arise IIP shall award the contract to the qualified Proposer.

15.3 Contract Signature

Within seven days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to the COMPANY.

Failure of the successful Proposer to comply with this provision shall constitute enough grounds for the annulment of the award, and on which event, the COMPANY may award the Contract to the Proposer with the second highest rated Proposal or call for new Proposals.

16 Performance Security

A performance security, if required, shall be provided in the amount and form indicated in the Data Sheet. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by the COMPANY, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and Arise IIP.

17 Bank Guarantee For Advanced Payment

Except when the interests of Arise IIP so require, it is the COMPANY's preference to make no advanced payment(s) on contracts. In the event that the Proposer requires an advanced payment upon contract

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signature, and if such request is duly accepted, Arise IIP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment as per the format of the COMPANY.

DATA SHEET

In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

| DS NO | Data | Specific instructions/requirements |
|-------|---|--|
| 1 | Project Title | 30 Kv Transmission Line of the Pointe Noire Special Economic Zone |
| 2 | Title of the service/work | Consultancy services for ESIA study and final acceptance by PICP |
| 3 | Country/region of workplace: | Republic of the Congo/Pointe-Noire |
| 4 | Language of the proposal | French |
| 5 | The proposal's validity period begins on the date of submission. | 90 days |
| 6 | Proposal Security | Not Required |
| 7 | Acceptable forms of Proposal Security | Not Applicable |
| 8 | Validity of Proposal Security | Not Applicable |
| 9 | Terms of Payment | <ul style="list-style-type: none"> ✓ 20% upon ESIA registration and submission of TOR and inception ✓ 30% upon submission of draft ESIA report ✓ 25% upon submission of final ESIA report ✓ 25% upon obtaining regulatory approval |
| 10 | Liquidated Damages | Liquidated Damages shall apply at 0.5% of the Agreement Value per week of delay, capped at a maximum of 10% of the Agreement Value |
| 11 | Performance Security | To be agreed upon during contract negotiations |
| 12 | Preferred Currency of Proposal and Method for Currency conversion | Central African CFA franc |
| 13 | Deadline for submitting requests for clarifications/ questions | 09 th February 2026, 1800, hrs. (Republic of Congo time) |
| 14 | Contact Details for submitting clarifications/questions | Focal Person in Arise IIP: Lionel Ndeba Email address dedicated for this purpose: lionnel.ndeba@arisenet.com |

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| DS NO | Data | Specific instructions/requirements |
|-------|---|---|
| 15 | Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries | E-mail |
| 16 | No. of copies of bid that must be submitted | Only one proposal to be submitted in the system unless alternate proposals are allowed. |
| 17 | Bid submission address | Email address dedicated for this purpose: scott.ajo@arisenet.com lionnel.ndeba@arisenet.com |
| 18 | Deadline of Bid Submission | 11th February 2026, 1800, hrs. (Republic of Congo time) |
| 19 | Allowable Manner of Submitting Proposals | Electronic submission of Bid (PDF format) |
| 20 | Evaluation method to be used in selecting the most responsive Proposal | As per section 14 |
| 21 | Required Documents that must be Submitted to Establish Qualification of Proposers | <ul style="list-style-type: none"> ✓ Company Profile ✓ Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation. ✓ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards, and citations received by the Bidder, if any ✓ Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 3 years. ✓ Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value the past 5 years. ✓ All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded. |
| 22 | Latest Expected date for commencement of Contract | 1st March 2026 |
| 23 | Expected duration of contract | 6 months |

General terms and conditions

1. Legal status

The Proposer is considered to have the legal status of an independent consultant. The Consultant's staff and subcontractors shall under no circumstances be considered employees or agents of the COMPANY.

2. Source of instructions

The Initiator shall not solicit or accept instructions from any authority outside the COMPANY in the performance of its services under this Agreement. The Initiator shall refrain from any action that could harm the COMPANY or its parent company/group companies and shall fulfill its commitments in the best interests of the COMPANY.

3. Proposer's responsibility towards employees

The Offeror shall be responsible for the professional and technical competence of its employees and shall select, for the work under this Contract, reliable persons who will effectively carry out the execution of this Contract, respect local customs and conform to high standards of moral and ethical conduct.

4. Assignment

The Consultant shall not assign, transfer, pledge or otherwise dispose of this Agreement or any part thereof, or of any of the Contractor's rights, claims or obligations under this Agreement, except with the prior written consent of the COMPANY.

5. Subcontracting / Subletting

Should the Initiator require the services of subcontractors, those subcontractors must obtain the prior written approval and authorization of the COMPANY for all subcontractors. The COMPANY's approval of a subcontractor shall not release the Consultant from any of its obligations under this Agreement. The terms of any subcontract are subject to and comply with the provisions of this Agreement.

6. Civil servants who will not benefit

The Consultant warrants that no officer of the COMPANY or its parent company/group companies has received or will be offered by the Proposer any direct or indirect benefit arising from this Agreement or its award. The Consultant agrees that a breach of this provision constitutes a breach of a fundamental term of this Agreement.

7. Compensation

The Consultant shall indemnify, hold harmless, and defend, at its own expense, the COMPANY, its officers, agents, representatives, and employees from and against any and all suits, claims, demands, and liabilities of any kind whatsoever, including their costs and expenses, arising out of or relating to the acts or omissions of the Consultant, or of the Consultant's employees, officers, agents, or subcontractors, in the performance of this Agreement.

This provision extends, among other things, to claims and liabilities in the form of workers' compensation, product liability, and liability arising from the use of patented inventions or devices, copyrighted material, or other intellectual property rights by the Consultant, its employees, officers, agents, representatives, or subcontractors. The obligations under this clause shall not be extinguished upon termination of this Agreement.

8. Insurance and liability towards third parties

- 8.1. The Consultant shall provide and subsequently maintain all applicable insurances for the performance of this Contract.
- 8.2. The contractor must, upon request, provide the COMPANY with satisfactory proof of the insurance required under this article.

9. Charges/privileges

The consultant shall not cause or permit any lien, seizure or other charge by any person to be placed on file or remain in a public office or file with the COMPANY against any sum due or to become due for any work performed or material supplied under this contract, or because of any other claim or demand against the consultant.

10. Equipment Title

Ownership of all equipment and supplies that may be provided by the COMPANY belongs to the COMPANY, and all such equipment must be returned to the COMPANY upon conclusion of this contract or when it is no longer required by the Consultant but retained beyond the term of the contract. This equipment, when returned to the COMPANY, shall be in the same condition as when it was delivered to the Consultant, subject to normal wear and tear agreed upon with the COMPANY. The Consultant shall be liable to compensate the COMPANY for equipment damaged or deteriorated beyond normal wear and tear.

11. Copyrights, patents and other proprietary rights

- 11.1. Unless otherwise expressly provided in writing in the contract, the COMPANY is entitled to all intellectual property rights and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, in respect of the products, processes, inventions, ideas, know-how or documents and other materials that the consultant has developed for the COMPANY under the contract and that are directly related to, or are produced, prepared or collected as a consequence of, or during the performance of the contract, and the consultant acknowledges and agrees that such products, documents and other materials constitute work done for hire for the COMPANY.
- 11.2. At the request of the COMPANY, the Consultant will take all necessary steps, sign all necessary documents and, in general, assist in obtaining these property rights and transferring or licensing them to the COMPANY in accordance with the requirements of applicable law and the Contract.
- 11.3. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the consultant under this contract are the property of the COMPANY and must be made available to the COMPANY for use or inspection at reasonable times and locations. They will be treated as confidential and will only be released to authorized officials of the COMPANY upon completion of the work under this contract.

12. Confidential nature of documents and information

Information and data deemed proprietary by either Party, and delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the performance of the Contract, and designated as confidential ("Information"), shall be treated as confidential by that Party and shall be treated as follows:

- 12.1. The recipient ("Recipient") of this information must:
 - 12.1.1. Use the same care and discretion to avoid the disclosure, publication or dissemination of the Disclosure Information that it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 12.1.2. Use the information from the whistleblower only for the purposes for which it was disclosed.

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- 12.1.3. Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 12, the Recipient may disclose Information to:
 - 12.2.1 Any other party with the prior written consent of the Disclosure Officer; and,
 - 12.2.2 The Recipient's employees, officials, representatives, and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees' officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
 - 12.2.2.1 A corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
 - 12.2.2.2 Any entity over which the Party exercises effective managerial control; or,
 - 12.3 The Consultant may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the Arise IIP, the Consultant will give the Arise IIP sufficient prior notice of a request for the disclosure of Information in order to allow the Arise IIP to have a reasonable opportunity to take protective measures.
 - 12.4 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
 - 12.5 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

13. Force majeure; Other changes in conditions

- 13.1. In the event of, and as soon as possible after the occurrence of, any cause constituting force majeure, the Consultant must notify the COMPANY in writing and provide full details of such event or change if the Consultant is thereby rendered unable, in whole or in part, to perform its obligations and fulfill its responsibilities under this Agreement. The Consultant must also inform the COMPANY of any other change in conditions or the occurrence of any event that interferes or threatens to interfere with the performance of this Agreement. Upon receipt of the notice required under this clause, the COMPANY will take such action as it deems appropriate or necessary in the circumstances, in its sole discretion, including granting the Consultant a reasonable extension of time to perform its obligations under this Agreement.
- 13.2. If the Contractor is rendered permanently unable, in whole or in part, due to a case of force majeure, to perform its obligations and discharge its responsibilities under this Contract, the COMPANY shall have the right to suspend or terminate this Contract under the same terms and conditions as those provided for in Article 14, "Termination", except that the notice period shall be seven (7) days instead of thirty (30) days.
- 13.3. Force majeure as used in this article means natural disasters, war (declared or undeclared), invasion, revolution, insurrection or other acts of a similar nature or force.

14. Termination

- 14.1. Either party may terminate this Agreement for cause, in whole or in part, by giving thirty (30) days' written notice to the other party. The commencement of arbitration proceedings pursuant to Article 15.2 ("Arbitration") below shall not be deemed a termination of this Agreement.

- 14.2. The COMPANY reserves the right to terminate this Agreement without cause at any time by giving the Consultant 15 days' written notice, in which case the COMPANY will reimburse the Consultant for all reasonable expenses incurred by the Consultant prior to receipt of the notice of termination.
- 14.3. In the event of termination by the COMPANY under this article, no payment will be due from the COMPANY to the contractor, except for work and services satisfactorily performed in accordance with the express terms of this contract.
- 14.4. In the event of the Consultant's bankruptcy, liquidation, or insolvency, or if the Consultant makes an assignment to its creditors, or if a receiver is appointed due to the Consultant's insolvency, the COMPANY may, without prejudice to any other rights or remedies available to it under these terms and conditions, terminate this Agreement immediately. The Consultant shall immediately notify the COMPANY of the occurrence of any of the above events.

15. Dispute resolution

- 15.1. Amicable Settlement: The parties will make every effort to settle amicably any dispute, controversy, or claim arising out of or relating to this Agreement or its breach, termination, or invalidity. When the parties wish to reach such an amicable settlement through conciliation, the conciliation will take place according to the procedure agreed upon by the parties.
- 15.2. Arbitration: Any dispute, controversy or claim between the Parties arising out of or relating to the Contract or its breach, termination or invalidity, unless settled amicably in accordance with Article 15.1 above, within sixty (60) days of receipt by one Party of the other Party's written request for amicable settlement, shall be submitted by either Party to arbitration in accordance with the Arbitration Rules of the Court of Brazzaville, Republic of Congo.

16. Privileges and immunities

Nothing in or related to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the COMPANY, including its parent/group companies.

17. Compliance with the law

The Consultant must comply with all laws, ordinances, rules and regulations relating to the performance of its obligations under the terms of this Contract.

18. Facilities provided by COMPANY to the Consultant

Office space will be provided to consultant staff on the project site. The employer will be responsible for internet, electricity, and water costs for the office. All other equipment, such as laptops, computers, mobile phones, printers, stationery, and food supplies, must be arranged and paid for by the consultant.

19. Payment method

- a) Payment must be made by TEF to any bank as instructed by the consultant within 30 days of the date of invoice approval by the employer.
- b) The Employer must reimburse all taxes incurred by the consultant locally, i.e., in the Republic of Congo (ROC). However, the consultant will be liable for all taxes outside the ROC that are not claimed from the Employer.

20. Presentation of deliverables

- a) The documents mentioned in the terms of reference must be submitted to the COMPANY in editable and non-editable formats (pdf) in data storage devices and by email.
- b) All documents (with the exception of drawings) will be submitted in English and French.
- c) The drawings and documents prepared shall be the exclusive property of the COMPANY and the consultant shall not be used for any other purpose without the prior written permission of the COMPANY.
- d) All courier fees and other related costs must be incurred by the consultant.

21. Company Responsibility

- a) The Employer must authorize the consultant for the project in question.
- b) When data/information is required from any other agency in the Republic of Congo, the Employer will assist the consultant in obtaining data/information from other agencies.
- c) The consultant has access to an office space during the site visit and is authorized to use the shared IT infrastructure such as the internet, printer, scanner, etc. However, the consultant must arrange for their own computers with all the relevant software required for the project.

22. General obligations of the consultant

- a) The employer is authorized to designate its representative, who will have access at all times to the related equipment and all files, for the purpose of observing, inspecting and designating the work to be carried out here by a consultant.
- b) The COMPANY representative may, among other tasks, observe, test and verify the work performed by the consultant and by any contractor designated by the consultant with respect to the scope of work.
- c) The consultant must comply with all instructions from the COMPANY in accordance with the provisions of this contract and perform the work described in the terms of reference / scope of work.
- d) The consultant shall perform all other obligations, work and services which are required by the terms of this contract, or which may reasonably be implied from these terms as being necessary for the successful and timely execution of the work.
- e) The Consultant is deemed to have ensured, before submitting his proposal, the accuracy and sufficiency of his proposal for the services required and the rates and prices indicated, which are provided, unless otherwise stipulated herein, for all his obligations under the contract.
- f) The consultant must give or provide all necessary supervision during the performance of the services and for as long as the COMPANY may deem necessary for the proper performance of the consultant's obligations under the contract.

23. Taxes and duties

The Employer will not assume any responsibility or reimburse any amount for duties/taxes actually collected that exceed those considered by the Consultant in preparing the financial proposal. Nothing in this contract relieves the Consultant of their responsibility to pay any tax/duty that may be levied on profits earned under this contract. The Consultant must comply with the tax laws, regulations, and labor laws of the Republic of Congo as enacted by the central or state government from time to time.

The consultant is responsible for and pays personnel taxes, if applicable, for all personnel deployed.

The Consultant shall provide the Company, when called upon to do so, with the relevant financial statements or any other information relating to the work carried out under this contract for submission to the tax authorities, upon their express request.

24. Laws promulgated later

After the date of issue of the letter of intent or award of the contract, if there is an amendment or promulgation of a law or an interpretation of existing law, which results in additional costs or a reduction in costs for the contractor due to the operation envisaged by the contract, the employer/contractor shall reimburse/pay the contractor/employer for these additional/reduced costs actually incurred.

25. Derogations and modifications

It is fully understood and agreed that none of the general terms and conditions of the Contract shall be deemed cancelled or modified by either party unless such waiver or modification is signed in writing by the duly authorized agents or representatives of that party.

The failure of either party to exercise the right of termination shall not constitute a waiver or modification of any right of that party provided hereunder.

26. Notice

Any notice given by one party to the other, in accordance with the contract, must be sent in writing, by fax or by email and confirmed in writing to the applicable address.

All other conditions will be in accordance with the standard client/consultant service agreement (FIDIC - White Paper) which will apply under the terms of the contract.

FORMS

Documents Establishing the Eligibility and Qualifications of the Proposer

Form 1: Proposer Information

Date: [insert date (as day, month, and year) of Proposal Submission]

RFP No.: [insert number]

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| | | |
|---|---------------------------------|---------------------------------------|
| 1. Proposer's Legal Name [insert Proposer's legal name] | | |
| 2. In case of Joint Venture (JV), legal name of each party: [insert legal name of each party in JV] | | |
| 3. Actual or intended Country/ies of Registration/Operation: [insert actual or intended Country of Registration] | | |
| 4. Year of Registration: [insert Proposer's year of registration] | | |
| 5. Countries of Operation | 6. No. of staff in each Country | 7. Years of Operation in each Country |
| 8. Legal Address/es in Country/ies of Registration/Operation: [insert Proposer's legal address in country of registration] | | |
| 9. Value and Description of Top three (3) Biggest Contract for the past five (5) years | | |
| 10. Latest Credit Rating (if any) | | |
| 11. Best Credit Rating achieved till date (if any) | | |
| 12. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. | | |
| 13. Proposer's Authorized Representative Information | | |
| Name: [insert Authorized Representative's name] | | |
| Address: [insert Authorized Representative's name] | | |
| 14. Attached are copies of original documents of: | | |

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Form 2: Joint Venture Partner Information

Date: [insert date (as day, month and year) of Proposal Submission]

RFP No.: [insert number]

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| | | |
|---|--|--|
| 1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i> | | |
| 2. JV's Party legal name: <i>[insert JV's Party legal name]</i> | | |
| 3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i> | | |
| 4. Year of Registration: <i>[insert Party's year of registration]</i> | | |
| 5. Countries of Operation | 6. No. of staff in each Country | 7. Years of Operation in each Country |
| 8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i> | | |
| 9. Value and Description of Top three (3) Biggest Contract for the past five (5) years | | |
| 10. Latest Credit Rating (if any) | | |
| 11. Best Credit Rating achieved till date (if any) | | |
| 12. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. | | |
| 13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i> | | |
| 14. Attached are copies of original documents of: <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. | | |

Form 3: Technical Proposal

INSERT TITLE OF THE SERVICES

Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.

| | |
|--|--|
| Name of Proposing Organization / Firm: | |
| Country of Registration: | |
| Name of Contact Person for this Proposal: | |
| Address: | |
| Phone / Fax: | |
| Email: | |

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement.

1.1. **Brief Description of Proposer as an Entity:** Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organization / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

1.2. **Financial Capacity:** Provide the latest Audited Financial Statement (Income Statement and Balance Sheet). Include any indication of credit rating, industry rating, etc.

1.3. **Track Record and Experiences:** Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

| Name of project | Client | Contract Value | Period of activity | Types of activities undertaken | Status or Date Completed | References Contact Details (Name, Phone, Email) |
|-----------------|--------|----------------|--------------------|--------------------------------|--------------------------|---|
| | | | | | | |

SECTION 2: APPROACH AND IMPLEMENTATION

This section should demonstrate the Proposer's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements.

- 2.1 Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organization/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.
- 2.2 Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.
- 2.3 Implementation Timelines: The Proposer shall submit a Gantt chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.4 Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub- contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.
- 2.5 Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.
- 2.6 Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the Arise IIP, including a reporting schedule.
- 2.7 Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. An indication of whether some or all have successfully worked together on other previous projects is encouraged.
- 2.8 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

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SECTION 3: PERSONNEL

This section should demonstrate the management approach, time allocation, bench strength and the expertise of the key personnel proposed to be deployed for the works.

3.1 Management Structure: Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

3.2. Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement.

3.3. Qualifications of Key Personnel: Provide the names of the ESIA Team, their respective fields and qualifications and attach them as annex of the ESIA report. The team should be composed of but not limited to:

- ESIA Team Leader / Environmental & Social Lead
- Environmental Specialist
- Social Specialist
- Biodiversity / Ecology Specialist
- Water Resources / Hydrology Specialist
- Air Quality & Climate / GHG Specialist

Provide CVs for key personnel to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below

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| | | |
|---|--|--|
| Name: | | |
| Position for this Contract: | | |
| Nationality: | | |
| Contact information: | | |
| Countries of Work Experience: | | |
| Language Skills: | | |
| Educational and other Qualifications: | | |
| Summary of Experience: <i>Highlight experience in the region and on similar projects.</i> | | |
| Relevant Experience (From most recent): | | |
| Period: From – To | Name of activity/ Project/ funding organization, if applicable: | Job Title and Activities undertaken/Description of actual role performed: |
| e.g., June 2004-January 2005 | | |
| Etc. | | |
| Etc. | | |
| References no.1 (Minimum of 3) | Name Designation Organization Contact Information – Address; Phone; Email; etc. | |
| Reference no.2 | Name Designation Organization Contact Information – Address; Phone; Email; etc. | |
| Reference no.3 | Name Designation Organization Contact Information – Address; Phone; Email; etc. | |
| Declaration: I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any willful misstatement described above may lead to my disqualification, before or during my engagement. | | |
| <hr/> <hr/> | | |
| Signature of the Nominated Team Leader/Member Date Signed | | |