



The OPEC Fund for International Development

STANDARD REQUEST FOR PROPOSALS

SELECTION OF CONSULTANTS

April 2025

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Foreword

1. This Standard Request for Proposals (SRFP) has been prepared by the OPEC Fund for International Development (the “OPEC Fund”) and reflects what are considered best practices.
2. The text shown in *italics* is “*Notes to the Client*”. It provides guidance to the entity in preparing a specific RFP. “Notes to the Client” should be deleted from the final RFP issued to the shortlisted Consultants.
3. Before preparing a Request for Proposals (RFP) for a specific assignment, the user must be familiar with the OPEC Fund’s Principles for Procurement of Goods, Works, and Services (the “Principles”) and Procedures for Selection Procurement of Consulting Services (the “Procedures”). This SRFP includes two standard forms of contract: one for time-based assignments and the other for lump-sum assignments. The prefaces to these two contracts indicate the circumstances in which their use is most appropriate.
4. This SRFP can be used with different selection methods described in the Procedures, including Quality-and Cost-Based Selection (QCBS), Quality-Based Selection (QBS), selection under a Fixed Budget (FBS), and Least-Cost Selection (LCS). When mandating the use of this SRFP by the executing or implementing agency, however, primary consideration should be given to the complexity and value of the assignment.
5. The use of this SRFP is not required for individual consultant selections and in non-standard situations. For selection based on Consultant’s Qualifications (CQS) or assignments under any selection method costing less than such threshold as the OPEC Fund may specify, typically US\$200,000, relevant elements of this SRFP may be used and further simplified for the purpose of a particular assignment.

Those wishing to submit comments or questions on this document or obtain additional information on procurement under the OPEC Fund financed projects are encouraged to contact:

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Request for Proposal Summary

PART I – Selection Procedures and Requirements

Section 1: Request for Proposal (RFP) Letter

This Section is a template of a letter for a Request for Proposal from the Client addressed to a shortlisted consulting firm inviting it to submit a proposal for a consulting assignment. The RFP letter includes a list of all shortlisted firms to whom similar letters of invitation are sent, and a reference to the selection method and applicable guidelines or policies of the financing institution that govern the selection and award process.

Section 2: Instructions to Consultants and Data Sheet

This Section consists of two parts: “Instructions to Consultants” and “Data Sheet”. “Instructions to Consultants” contains provisions that are to be used without modifications. “Data Sheet” contains information specific to each selection and corresponds to the clauses in “Instructions to Consultants” that call for selection-specific information to be added. This Section provides information to help shortlisted consultants prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract. Information in the Data Sheet indicates whether a Full Technical Proposal (FTP), Simplified Technical Proposal (STP) or Biodata Technical Proposal (BTP) shall be used.

Section 3: Technical Proposal – Standard Forms

This Section includes the forms for FTP, STP and BTP that are to be completed by the shortlisted consultants and submitted in accordance with the requirements of Section 2.

Section 4: Financial Proposal – Standard Forms

This Section includes the financial forms that are to be completed by the shortlisted consultants, including the consultant’s costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2.

Section 5: Eligible Countries

This Section contains information regarding eligible countries.

Section 6: Corrupt and Fraudulent Practices

This Section provides shortlisted consultants with reference to OPEC Fund's policy in regard to corrupt and fraudulent practices applicable to the selection process. This Section is also incorporated in the standard forms of contract (Section 8) as Attachment 1.

Section 7: Terms of Reference (TORs)

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts; and lists the expected deliverables. This Section shall not be used to over-write provisions in Section 2.

PART II – Condition of Contract and Contract Forms

Section 8: Standard Forms of Contract

This Section includes two types of standard contract forms for large or complex assignments: a Time-Based Contract and a Lump-Sum Contract. Each type includes General Conditions of Contract ("GCC") that shall not be modified, and Special Conditions of Contract ("SCC"). The SCC include clauses specific to each contract to supplement the General Conditions.

Each standard form of contract incorporates "Fraud and Corruption" (Section 6 of Part I) in a form of Attachment 1.

PART III – Notification of Intention to Award and Beneficial Ownership Forms

Section 9: Notification of Intention to Award and Beneficial Ownership Forms

This Section includes two forms. The first form is used to notify Consultants of the Client's intention to award the contract to the successful Consultant. The second form is used to obtain additional beneficial ownership information from successful Consultant.

Selection of consultants

Request for Proposals

Procurement of:

*[insert identification of the
Consulting Services]*

RFP No.: *[insert reference number as per procurement plan]*

Financier: *[insert name of the financing Institution]*

Client: *[insert executing agency]*

Project Country: *[insert name of country]*

Loan Number: *[insert financing number]*

Project: *[insert project name]*

Issued on: *[insert date when RFP is sent to shortlisted firms]*

Preface

This Request for Proposal (RFP) has been prepared by *[insert name of the executing agency]* and is based on the Standard Request for Proposals (SRFP) issued by the OPEC Fund for International Development (“the Fund”).

The SRFP reflects the structure, and the provisions of the Master Procurement Document for Selection of Consultants (“Master Document”) prepared by participating Multilateral Development Banks (MDBs), except where specific considerations within the OPEC Fund have required a change.

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PART I

Section 1. Request for Proposal Letter

Request for Proposal Letter

Consulting Services

Name of the Assignment: _____ *[insert description]*

RFP Reference No.: _____ *[as per the Procurement Plan]*

Financer: _____ *[insert name of the Financer]*

Loan/Grant No.: _____ *[insert Loan/Grant number]*

Date: _____ *[insert date]*

[insert: Name and Address of Consultant. In case of a Joint Venture (JV), a full name of the JV and the names of each member as in the submitted Expression of Interest shall be used]

Dear Mr./Ms.:

1. The *[insert: Name of Beneficiary]* (hereinafter called “Beneficiary”) has *[received]/[applied for]* financing from the OPEC Fund for International Development (“OPEC Fund”) or any other financer *[insert: name of the other financier]* collectively called (“the Fund”) in the form of a *[insert: type of financing instrument(s)]* toward the cost of *[insert: name of project]*. The *[Name of Executing Agency]*, an *[executing]* agency *[if applicable, insert: of the Beneficiary]* (the “Client”), intends to apply a portion of the proceeds of this financing to eligible payments under the contract for which this Request for Proposals is issued. Payment by the Fund will be made only at the request of the *[Name of the Beneficiary]* and upon approval by the Fund, and will be subject, in all respects, to the terms and conditions of the *[choose one: loan/grant]* agreement. The *[loan/grant]* agreement prohibits a withdrawal from the *[loan/grant]* account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Fund, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the *[Beneficiary]* shall derive any rights from the *[loan/grant]*.

2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): *[insert: name of consulting services assignment]*. More details on the Services are provided in the Terms of Reference (Section 7).

3. This *Request for Proposals (RFP)* has been addressed to the following shortlisted Consultants:

[Insert the list of shortlisted Consultants. If a Consultant is a Joint Venture (JV), the full name of the JV, as in the Expression of Interest, shall be used. In addition, list all members, starting with the name of the lead member. Where sub-consultant has been proposed, they should be properly identified.]

4. It is not permissible to transfer this invitation to any other firm.
5. A firm will be selected under *[insert: Selection Method]* procedures and in a *[insert: proposal format: Full Technical Proposal (FTP) or Simplified Technical Proposal (STP) or Biodata Technical Proposal (BTP)]* format as described in this *RFP*, in accordance with the Fund's Principles of Procurement of Goods, Works and Services and Procedures for Procurement of Consulting Services dated *[insert date]* ('Procedures') which can be found at the following website: www.opecfund.org

The *RFP* includes the following documents:

Section 1 - Letter of Invitation
Section 2 - Instructions to Consultants and Data Sheet
Section 3 - Technical Proposal *[select: FTP, STP or BTP]* - Standard Forms
Section 4 - Financial Proposal - Standard Forms
Section 5 - Eligible Countries
Section 6 - Fund's Policy - Fraud and Corruption
Section 7 - Terms of Reference
Section 8 - Standard Forms of Contract *[choose Time-Based or Lump-Sum]*
Section 9 - Notification of Award

6. Please inform us by *[insert date]*, in writing at *[insert address]*, by facsimile *[insert facsimile number, if applicable]*, or by E-mail *[insert e-mail address]*:

(a) that you have received this Request for Proposal; and

(b) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, *Instructions to Consultants (ITC), Data Sheet (14.1.1)*).

7. *[insert this paragraph, if applicable]*: Attention is drawn to the ITC 32.1 requiring the Client to disclose information on the successful Consultant's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the Request for Proposal.

8. Details on the proposal's submission date, time and address are provided in the ITC 17.7 and ITC 17.9.

Yours sincerely,

[Insert name of the Office]

[insert name of officer and title]

[Insert postal address and/or street address, postal code, city and country]

[Insert telephone number including country and city code]

[Insert email address]

Section 2. Instructions to Consultants and Data Sheet

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[Notes to the Client: this part of Section 2, Instructions to Consultants, shall not be modified. Any necessary changes, acceptable to the Fund, to address specific country and project issues, to supplement, but not over-write, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. "Notes to the Client" should be deleted from the final RFP issued to the shortlisted Consultants.]

Instruction to Consultants

A. General Provisions

1. Definition
 - 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
 - (a) **"Affiliate(s)"** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
 - (b) **"Applicable Law"** means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.
 - (c) **"Beneficiary"** means the Government, Government agency or other entity that signs the financing agreement or grant with the "Fund" who is financing the Contract.
 - (d) **"Client"** the executing agency that signs the Contract for the Services with the selected Consultant.
 - (e) **"Consultant"** means a legally-established firm (either corporate or otherwise) or other entity or organization primarily engaged in the business of providing specialist advice (including guidance and training) of a predominantly intellectual nature that is selected by the Client to provide the Services under the signed Contract.
 - (f) **"Contract"** means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).

- (g) **“Data Sheet”** means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to contradict, the provisions of the ITC.
- (h) **“Day”** means a calendar day, unless otherwise specified as Business Day. A Business Day is any day that is an official working day of the Beneficiary. It excludes the Beneficiary’s official public holidays.
- (i) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (j) **“Fund”** means financier who is providing financing for this Contract **as Specified in Data Sheet**.
- (k) **“Government”** means the government of the Client’s country.
- (l) **“In writing”** means communication in written form (e.g., by mail, e-mail, fax, including, if specified in the *Data Sheet*, distributed or received through the electronic-procurement system used by the Client, and with proof of receipt.
- (m) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (n) **“Key Expert(s)”** means an individual professional(s) whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is considered in the technical evaluation of the Consultant’s proposal.
- (o) **“ITC”** (this Section 2 of the RFP) means the Instructions to Consultants that that provides every shortlisted Consultant(s) with all information needed to prepare their Proposals.

- (p) “**LOI**” (this Section 1 of RFP) means the letter of invitation being sent by the Client to shortlisted Consultant(s).
- (q) “**Non-Key Expert(s)**” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (r) “**Proposal**” means the Technical Proposal and the Financial Proposal of the Consultant(s).
- (s) “**RFP**” means Request for Proposals *to be* prepared by the Client for the selection of Consultants, based on the SRFP.
- (t) “**SRFP**” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (u) “**Services**” means the work to be performed by the Consultant pursuant to the Contract.
- (v) “**Sub-consultant**” means an entity to whom the Consultant intends to subcontract any part of the Services related to consultant work while remaining responsible to the Client during the performance of the Contract.
- (w) “**TORs**” (this Section 7 of the *RFP*) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective **responsibilities** of the Client and the Consultant, and expected results and deliverables of the assignment.
- (x) “**ESHS**” means environmental, social, health and safety.

2. Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in

the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interest paramount, strictly avoiding conflict with other assignments or its own corporate interest and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Fund.

3.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting activities

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly

related to the consulting services for such preparation or implementation.

b. Conflicting assignment

- (ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

c. Conflicting relationship

- (iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Beneficiary or of the executing agency or of a recipient of a part of the financing who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Fund throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

- 4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this *RFP* all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practice

- 5.1 The Fund requires compliance with the Fund's Anti-corruption Procedures including Guidelines on Procurement Integrity and its prevailing Sanction Policies and procedures as set forth in Section 6.
- 5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), sub-consultants, sub-contractors, service providers, suppliers, and their personnel, to permit the Fund to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission,

and contract performance (in the case of award), and to have them audited by auditors appointed by the Fund.

6. Eligibility

6.1 The Fund permits consultants (individuals and firms, including Joint Ventures and their individual members) from eligible countries as stated in Section 5 to offer consulting services for Fund financed projects.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, Joint Venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established in the Principles and Procedures.

6.3 As an exception to the forgoing ITC 6.1 and 6.2 above:

a. Sanctions

6.3.1 A firm or an individual sanctioned by the Fund in accordance with the ITC 5.1 or in accordance with its prevailing sanctions policies and procedures as described in Section 6 (Sanctionable Practices), shall be ineligible to be awarded the Fund-financed contract, or to benefit from the Fund-financed contract, financially or otherwise, during such period of time as the Fund shall determine. The list of debarred firms and individuals is available at the address specified in the **Data Sheet**.

b. Prohibitions

6.3.2 Firms and individuals from a country or goods manufactured in a country may be ineligible if indicated in Section 5 (Eligible Countries) and:

(a) As a matter of law or official regulations, the Beneficiary's country prohibits commercial relations with that country, provided that the Fund is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or

(b) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Beneficiary's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

c. Restriction for

6.3.3 Government-owned enterprises in the Beneficiary's country may participate only if they can establish that they

**government-
Owned
Enterprise**

are legally and financially autonomous, operate under commercial law, and are not dependent on the budget of the Beneficiary's Government. As an exception to the above, the government-owned universities and research centers in the Beneficiary's country, and university professors and research staff, may participate if they are critical to the consulting assignment. Such participation will be decided on a case-by-case basis and subject to Fund Member No-Objection.

**d. Restrictions
for Public
Employees**

6.3.4 Government officials and civil servants of the Beneficiary's country are not eligible to be included as Experts, individuals or members of the team of Experts in the Consultant's Proposal unless: they (i) are on leave of absence without pay; (ii) are not being hired by the agency they were working for immediately before going on leave; and (iii) their employment would not create a conflict of interest.

B. Preparation of Proposals

**7. General
Considerations**

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

**8. Cost of
Preparation of
Proposal**

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in the language(s) specified in the **Data Sheet**.

**10. Documents
Comprising
the Proposal**

10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the

Client country's laws against fraud and corruption (including bribery).

- 10.3 The Consultant shall furnish information on commissions gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

11. Only One Proposal

- 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.

12. Proposal Validity

- 12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.

a. Extension of Proposal Validity

- 12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend their Proposal's validity.
- 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the

		availability of the Key Experts, except as provided in ITC 12.
	12.6	The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
b. Substitution of Key Experts at Validity Extension	12.7	If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
	12.8	If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Fund's no objection.
c. Sub-Contracting	12.9	The Consultant shall not subcontract the whole of the Services.
13. Clarification and Amendment of RFP	13.1	The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet . The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
	13.1.1	At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

- 13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.
- 13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
- 14. Preparation of Proposals Specific Considerations
 - 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:
 - 14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.
 - 14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative, and the Proposal shall be based on the Consultant's own estimates for the same.
 - 14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.
 - 14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an

indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

- | | |
|---|--|
| 15. Technical Proposal Format and Content | 15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the <i>RFP</i> and shall comprise the documents listed in the Data Sheet . The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.1.1 The Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-response.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), a Simplified Technical Proposal (STP) or Biodata Technical Proposal (BTP) as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the <i>RFP</i> . |
| 16. Financial Proposal | 16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the <i>RFP</i> . It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet . |
| a. Price Adjustment | 16.2 For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if stated in the Data Sheet . |
| b. Taxes | 16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet . Information on taxes in the Client's country is provided in the Data Sheet . |
| c. Currency of Proposal | 16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet . If indicated in the Data Sheet , the portion of the price representing local cost shall be stated in the national currency. |

- d. Currency of Payment 16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals
- 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). Consultants shall mark as CONFIDENTIAL information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.
- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members to legally bind all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", *[Name of the Assignment]*, *[reference number]*, *[name and address of the Consultant]*, and with a warning "DO NOT OPEN UNTIL"

[insert the date and the time of the Technical Proposal submission deadline].

- 17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a sealed envelope clearly marked **“FINANCIAL PROPOSAL”**, followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning **“DO NOT OPEN WITH THE TECHNICAL PROPSOAL”**.
- 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, *RFP* reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked Do Not Open Before *[insert the time and date of the submission deadline indicated in the Data Sheet]*.
- 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

- 18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Award of the Contract.
- 18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal

and may be subject to the application of prevailing Fund Member's sanctions procedures.

- 18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or Fund Member on any matter related to the selection process, it should do so only in writing.

19. Opening of Technical Proposals

- 19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.

- 19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

- 20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Fund Member issues it's no objection, if applicable.

- 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

- 21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal

will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the *RFP* or if it fails to achieve the minimum technical score, if any, indicated in the **Data Sheet**.

**22. Financial
Proposals for
QBS**

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

**23. Public Opening
of Financial
Proposals (for
QCBS, FBS, and
LCS methods)**

23.1 After the technical evaluation is completed and the Fund has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the *RFP* and TOR or did not meet the minimum qualifying technical score advising them the following:

- (a) their Proposal was not responsive to the *RFP* and TOR or did not meet the minimum qualifying technical score;
- (b) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and, if applicable, sub-criterion;
- (c) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
- (d) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the *RFP* and TOR, and that have achieved the minimum overall technical score, advising them the following:

- (a) their Proposal was responsive to the *RFP* and TOR and met the minimum qualifying technical score;
- (b) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and, if applicable, sub-criterion; and
- (c) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.3 The opening date should allow the Consultants sufficient time to plan for attending the opening and shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2. However, if the Client receives a complaint on the results of the technical evaluation within seven (7) Business Days, the opening date shall be subject to ITC 35.1.

23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Fund (in applicable).

24. Correction of Errors

24.1 Activities and items 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 and, no corrections are made to the Financial Proposal.

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| a. Time-Based Contracts | 24.1.1 | If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails, and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost. |
| b. Lump-Sum Contract | 24.1.2 | If a Lump-Sum contract form is included in the <i>RFP</i> , the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail. |
| 25. Taxes | 25.1 | The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the Data Sheet . |
| 26. Conversion to Single Currency | 26.1 | For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet . |
| 27. Combined Quality and Cost Evaluation | | |
| a. Quality and Cost-Based | 27.1 | In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data |

Selection (QCBS)		Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
b. Fixed-Budget Selection (FBS)	27.2	In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the Data Sheet shall be rejected.
	27.3	For FBS, the Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the <i>RFP</i> , and invite such Consultant to negotiate the Contract.
c. Least-Cost Selection (LCS)	27.4	In the case of LCS, the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

D. Negotiation and Award

28. Negotiation	28.1	The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
	28.2	The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.
a. Availability of Key Experts	28.3	The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.
	28.4	Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or

better qualifications and experience than the original candidate

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| b. Technical Negotiation | 28.5 | The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the Description of Services part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected. |
| c. Financial Negotiation | 28.6 | The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract. |
| | 28.7 | If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated. |
| | 28.8 | In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Fund Member. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations - Breakdown of Remuneration Rates. |
| 29. Conclusion of Negotiation | 29.1 | The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative. |
| | 29.2 | If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Fund Member's no objection, if required, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next- |

ranked Consultant, the Client shall not reopen the earlier negotiations.

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| 30. Standstill Period | 30.1 | The Contract shall not be awarded earlier than the expiry of the Standstill Period, if applicable, and in accordance with the provisions of this RFP relating to application of the Standstill period. |
| 31. Notification of Intention to Award | 31.1 | <p>If a Standstill Period applies, the Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none">(a) The name and address of the Consultant with whom the client successfully negotiated a contract;(b) The contract price of the successful Proposal;(c) The names of all Consultants included in the short list, indicating those that submitted Proposals;(d) Where the selection method requires, the price offered by each Consultant as read out and as evaluated;(e) The overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;(f) The final combined scores and the final ranking of the Consultants;(g) A statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;(h) The expiry date of the Standstill Period; and(i) Instruction on how to request a debriefing and/or submit a complaint during the Standstill Period. |
| 32. Notification of Award | 32.1 | The Client shall send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. The client shall simultaneously, request the successful |

Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

Contract Award Notice

Within ten (10) Business Days from the date of notification of award, the Client shall publish the Contract Award Notice at its website, and/or such other websites as it may choose as provided under 32, which shall contain, at a minimum, the following information:

- (a) Name and address of the Client;
- (b) Name and reference number of the contract being awarded, and the selection method used;
- (c) Name of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
- (d) Name of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor;
- (e) Name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and
- (f) Successful Consultant's Beneficial Ownership Disclosure Form.

32.2 The Client may also publish the Contract Award Notice in UNDB online or Dg Market website in addition to the Fund's external website and on the Client's website if available

33. Debriefing by the Client

33.1 On publication of the Client's Notification of Award referred to in ITC 31.1, an unsuccessful Consultant may make a written request to the Client for a debriefing within a reasonable time thereafter. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within a reasonable time, generally not to exceed three (3) Business Days from the date of publication of the Contract Award Notice.

33.2 Where a request for debriefing is received, the Client shall provide a debriefing within seven (7) Business Days,

unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe.

- 33.3 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting, if held in person. Debriefings may be held online, at the option of the unsuccessful Consultant, if the latter is unable to attend a debriefing in person for any reason.

34. Signing of Contract

- 34.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and, if applicable, promptly after expiry of the Standstill Period, or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period if applicable.
- 34.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

35. Procurement Related Complaint

- 35.1 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

Section 2. Instructions to Consultant

E. Data Sheet

[Notes to Client shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they should be deleted from the final RFP to be sent to the shortlisted Consultants.]

Where an e-procurement system is used, modify the relevant parts of the Data Sheet to reflect the e-procurement process.]

ITC Reference	A. General
1 (b)	<p><u>Country of Applicable Law</u></p> <p><i>[Notes to Client: insert the country if it is other than the Client's country. Please note that the country of the Applicable Law in the contract form should then be the same]</i></p>
1 (j)	<p><u>Name of the Funding Agency</u></p> <p>Name of the Fund: _____ <i>[insert name of the Financier]</i></p>
1 (l)	<p><u>Electronic – Procurement System</u> <i>[delete if not applicable]</i></p> <p>The Client shall use the following electronic-procurement system to manage this Request for Proposal (RFP) process:</p> <p><i>[insert name of the e-system and url address or link]</i></p> <p>The electronic-procurement system shall be used to manage the following part of the RFP process:</p> <p><i>[list the parts of process e.g. issuing RFP, submissions of Proposals, opening of Proposals etc. and insert such additional information in this Data Sheet as is required to describe these processes]</i></p>
2.1	<p><u>Method of Selection</u></p> <p>Name of the Client: _____</p> <p>Method of selection: _____ as per Principles and Procedures: <i>[insert]</i> dated <i>[insert date]</i> available on www.opecfund.org</p>

2.2	<p><u>Submission of Proposals</u></p> <p>Financial Proposal to be submitted together with Technical Proposal:</p> <p>Yes ____ No ____</p> <p>The name of the assignment is: _____ <i>[insert]</i></p>
2.3	<p><u>Pre-proposal Conference</u></p> <p>A pre-proposal conference will be held: Yes ____ or No ____</p> <p>[If yes, fill in the following:]</p> <p>Date of pre-proposal conference: _____</p> <p>Time: _____</p> <p>Address: _____</p> <p>Telephone: _____ Facsimile (if applicable): _____</p> <p>E-mail: _____</p> <p>Contact person/conference coordinator: <i>[insert name and title]</i> _____</p>
2.4	<p><u>Information for Proposal Preparation</u></p> <p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p><i>[list or state N/A if none]</i> _____</p>
4.1	<p><u>Unfair Competitive Advantage</u></p> <p><i>[If Unfair Competitive Advantage applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the shortlisted Consultants]</i></p>
6.3.1	<p><u>Fund's Sanction List</u></p> <p>A list of debarred firms and individuals is available at: _____ <i>[consult the Fund for the list, it not available on the website]</i></p>

B. Preparation of Proposals

9.1	<p><u>Language</u></p> <p>This RFP has been issued in the _____</p> <p><i>[The choice of language is: Arabic, English, French or Spanish or any other applicable. If the shortlist comprises national firms only, the national or nationwide used language can be used subject to prior agreement with the Fund].</i></p> <p><i>[If the RFP is issued in two languages as agreed with the Fund, add the following text:</i></p> <p>In addition, the RFP is translated into the _____ <i>[insert national or nation-wide used] language [if there are more than one national language, add “and in the _____” [insert the second national language].</i> Consultant has a choice of submitting the Proposal in any of the languages stated above. In case of winning, the Contract will be signed in the language of the Proposal which shall be the governing language of the Contract.]</p> <p><i>[If the Client’s country requires that contracts with local firms are signed in the national language only, add the following text:</i></p> <p>National Consultants should submit Proposal in _____<i>[national]</i> language in order to have the Contract signed (if awarded) in accordance with the requirements of <i>[include reference to the national legislation/ regulation/law]</i></p> <p><i>[If RFP is issued in one language only use the following text:</i></p> <p>Proposals shall be submitted in the <i>[insert Arabic, English or any other applicable]</i> language.</p> <p>All correspondence exchange shall be in the <i>[insert Arabic, English or any other applicable]</i> language.</p>
10.1	<p><u>Documents Comprising the Proposal</u></p> <p><i>[Choose either FTP, STP or BTP and delete other options. Please refer to <u>CHECKLIST OF REQUIRED FORMS</u> in Section 3]</i></p> <p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>1st Inner Envelope with the Technical Proposal:</p>

	<p>(1) Power of Attorney to sign the Proposal</p> <p>(2) TECH-1</p> <p>(3) TECH-2</p> <p>(4) TECH-3</p> <p>(5) TECH-4</p> <p>(6) TECH-5</p> <p>(7) TECH-6</p> <p>(8) TECH-7 <i>Code of Conduct (ESHS) [Note to Client: only include this for supervision of civil works contract if applicable: The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice. In addition, the Consultant shall submit an outline of how this Code of Conduct will be implemented. The successful Consultant shall be required to implement the agreed Code of Conduct upon contract award].</i></p> <p>OR</p>
10.1	<p><u>For SIMPLIFIED TECHNICAL PROPOSAL (STP):</u></p> <p>1st Inner Envelope with the Technical Proposal:</p> <p>(1) Power of Attorney to sign the Proposal</p> <p>(2) TECH-1</p> <p>(3) TECH-4</p> <p>(4) TECH-5</p> <p>(5) TECH-6</p> <p>(6) TECH-7 <i>Code of Conduct (ESHS) [Note to Client: only include this for supervision of civil works contracts if applicable: The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice. The successful Consultant shall be required to implement the agreed Code of Conduct upon contract award].</i></p>

	OR
10.1	<p><u>For BIODATA TECHNICAL PROPOSAL (BTP):</u></p> <p>1st Inner Envelope with the Technical Proposal:</p> <ul style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-5 (4) TECH-6 <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal (if applicable):</p> <ul style="list-style-type: none"> (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4
10.2	<p><u>Statement of Undertaking</u></p> <p>Statement of Undertaking is required</p> <p>Yes_____, or No _____</p> <p><i>[If yes, make sure to include paragraph (e) in Form TECH-1]</i></p>
11.1	<p><u>Participation of sub-consultants</u></p> <p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible.</p> <p>Yes _____ or No_____</p>
12.1	<p><u>Proposal Validity</u></p> <p>Proposals must remain valid for <i>[insert a number: normally between 60 and 120 days]</i> calendar days after the proposal submission deadline.</p> <p><i>[For prior review contracts, suggest to consider reasonable time needed to complete the proposal evaluation, obtain necessary</i></p>

	<p><i>approvals and Fund's No-objection. To minimize the risk of errors by Consultants, the proposal validity period is a specific date and not linked to the deadline for submission of proposals. As stated in ITC 12.1, if there is a need to extend the date, for example because the proposal submission deadline is significantly extended by the Client, the revised proposal validity date shall be specified in accordance with ITC 13.1.1]</i></p>
13.1	<p><u>Clarification of Request for Proposals</u></p> <p>Clarifications may be requested no later than <i>[insert number]</i> days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: _____</p> <p>Facsimile: _____ E-mail: _____</p>
14.1.1	<p><u>Preparation of Proposals – Specific Considerations (Association with shortlisted Consultants)</u></p> <p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): Yes _____ or No _____</p> <p>or</p> <p>(b) other shortlisted Consultants: Yes _____ or No _____</p>
14.1.2 (do not use for Fixed Budget method)	<p><u>Preparation of Proposals – Specific Considerations</u></p> <p><i>[If not used, state Not applicable. If used, insert the following:]</i></p> <p>Estimated input of Key Experts' time-input: _____ person-months.</p> <p>[OR]</p> <p>Estimated total cost of the assignment: _____</p> <p><i>[Indicate only either time input (in person-month) or total cost, but not both!]</i></p>
14.1.3 for time-based	<p><u>Preparation of Proposals – Specific Considerations (minimum time and Cost inputs for Time Based Contracts)</u></p> <p><i>[If not used, state Not applicable. If used, insert the following:]</i></p>

contracts only	<p>The Consultant's Proposal must include minimum Key Experts' time-input of _____person-months.</p> <p><i>[For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:</i></p> <p><i>The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted].</i></p>
14.1.4 and 27.2 use for Fixed Budget method	<p><u>Only for Fixed Budget</u></p> <p>The total available budget for this Fixed-Budget assignment is: _____ (inclusive or exclusive of taxes). Proposals exceeding the total available budget will be rejected.</p> <p><i>[Notes to Client: If inclusive, indicate tax estimates separately]</i></p>
15.2	<p><u>Format of Technical Proposal</u></p> <p>The format of the Technical Proposal to be submitted is:</p> <p>FTP ____or STP ____ or BTP____ <i>[check the applicable format]</i></p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the <i>RFP</i> requirements.</p>
16.1	<p><u>Financial Proposal</u></p> <p><i>[A sample list is provided below for guidance. Items that are not applicable must be deleted; others may be added as applicable. If the Client wants to set up maximum ceilings for unit rates of certain type of expenses, such ceilings should be indicated in the FIN forms:]</i></p> <ol style="list-style-type: none"> 1. A per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; 2. Cost of travel by the most appropriate means of transport and the most direct practicable route; 3. Cost of office accommodation, including overheads and back-stop support; 4. Communications costs;

	<p>5. Cost of purchase or rent or freight of any equipment required to be provided by the Consultants; and</p> <p>6. Cost of reports production (including printing) and delivery to the Client;</p> <p>7. Other allowances where applicable <i>[insert relevant type of expenses, if/as applicable]</i></p> <p>Provisional sums: _____ <i>[insert amount], provide breakdown</i> <i>For example:</i> <i>Workshops/Seminar/Conference:</i> _____ <i>Surveys:</i> _____ <i>Equipment:</i> _____</p> <p><i>[Note: Contingency Not Applicable for Lump-Sum Contract]</i> Contingency: _____</p> <p><u>During Financial Proposal Evaluation</u></p> <p>If the Consultant includes Provisional Sums and Contingency that either exceeds the amount specified, or is less than the amount, or is not required, adjustments will be made by the Client during evaluation.</p> <p><u>After Financial Proposal Evaluation</u></p> <p>If adjustments are applied, the adjusted Provisional Sum and Contingency amounts shall be noted and discussed during negotiations. Please note that the Provisional Sum and Contingency amounts are at the Client's final discretion and the Client reserves the rights to apply the amounts as specified in the proposal in the final contract.</p>
16.2	<p><u>Price Adjustment</u></p> <p>A price adjustment provision applies to remuneration rates:</p> <p>Yes _____ or No _____</p> <p><i>[Applies to all Time-Based contracts with a duration exceeding 12 months. In exceptional circumstances, can also apply to Lump-Sum contracts assignments longer than 12 months in duration with prior agreement with Fund.]</i></p> <p><i>[If yes, specify whether it applies to foreign and/or local inflation]</i></p>
16.3	<p><u>Tax Exemption</u></p>

	<p><i>[If the Client has obtained a tax exemption applicable to the Contract, insert “The Client has obtained an exemption for the Consultant from payment of _____ [insert the tax description. E.g., VAT, or local indirect taxes, etc.] in the Client’s country as per [insert reference to the applicable official source that issued an exemption].</i></p> <p><i>[If there is no tax exemption in the Client’s country, delete above para and insert the following:]</i></p> <p><u>Taxes References</u></p> <p>“Information on the Consultant’s tax obligations in the Client’s country can be found <i>[insert reference to the appropriate official source].</i>”</p> <p>For the avoidance of doubts, Fund financing does not cover the payment of taxes, duties, or any imposition of this nature.</p>
16.4	<p><u>Currency of Proposals</u></p> <p>The Financial Proposal shall be stated in the following currencies:</p> <p><i>Consultants may express the price for their services in any fully convertible currency, singly or in combination of up to three foreign currencies.</i></p> <p>The Financial Proposal should state local costs in the Client’s country currency (local currency): Yes _____ or No _____</p>
C. Submission, Opening and Evaluation	
17.1	<p><u>Electronic Submission of Proposals</u></p> <p>The Consultants <i>[insert “shall” or “shall not”]</i> have the option of submitting their Proposals electronically.</p> <p><i>[If “yes”, insert: The electronic submission procedures shall be: [describe the submission procedure.]</i></p>
17.4	<p><u>Submission of Proposals</u></p> <p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and _____ <i>[Insert number]</i> copies</p> <p>(b) Financial Proposal: one (1) original.</p>

	Procedures as described in 17.1 will apply for electronic submission.
17.7 and 17.9	<p><u>Deadline for the Submission of Proposals</u></p> <p>The Proposals must be submitted no later than:</p> <p>Date: _____ day/month/year <i>[for example, 15 January 2019]</i></p> <p>Time: _____ <i>[insert time in 24h format, for example, 16:00 local time]</i></p> <p><i>[If appropriate, add translation of the warning marking [Do not open....] in the national language to the outer sealed envelope]</i></p> <p><i>[Note to Client: The time allowed for the preparation and submission of Proposals shall be determined with due consideration to the particular circumstances of the project and the magnitude and complexity of the procurement. The period allowed shall be at least thirty (30) Business Days, unless otherwise agreed with the Fund Member]</i></p> <p>The _____ Proposal _____ submission _____ address _____ is:</p>
19.1	<p><u>Opening of Technical Proposals</u></p> <p>An online option of the opening of the Technical Proposals is offered: Yes _____ or No _____</p> <p><i>[If yes, insert "The online opening procedure shall be: [describe the procedure for online opening of Technical Proposals.]"</i></p> <p>The opening shall take place at:</p> <p><i>[Insert "same as the Proposal submission address" OR insert and fill in the following:</i></p> <p>Street _____ Address: _____</p> <p>Floor, room number _____</p> <p>City: _____</p> <p>Country: _____</p> <p>Date: _____ same as the submission deadline indicated in 17.7.</p>

	<p><i>Time: _____ [insert time in 24h format, for example—16:00 local time. The time should be immediately after the time for the submission deadline]</i></p>
19.2	<p><u>Information to be read out and recorded during the opening of the Technical Proposals</u></p> <p>In addition, the following information will be read aloud at the opening of the Technical Proposals _____ <i>[insert N/A or state what additional information will be read out and recorded in the opening minutes]</i></p>
21.1 (for FTP)	<p><u>Evaluation Criteria</u></p> <p>The maximum number of points to be given under each of the evaluation criteria are:</p> <p style="text-align: right;"><u>Points</u></p> <p>(i) Specific experience of the Consultant (as a firm) relevant to the assignment: <i>[5-10]</i></p> <p>(ii) Adequacy and quality of the proposed work plan and methodology in responding to the Terms of Reference (TOR): <i>[20-50]</i></p> <p style="padding-left: 40px;">(a) <i>[Insert sub-criteria]</i></p> <p style="padding-left: 40px;">(b) <i>[Insert sub-criteria]</i></p> <p style="padding-left: 40px;">(c) <i>[Insert sub-criteria]</i></p> <p><i>[Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]</i></p> <p>(iii) Key Expert's qualifications and competence for the Assignment:</p> <p><i>[Notes to Consultant: Calculated as a ratio of the national Key Experts' time-input (in person-months) to the total number of Key Experts' time-input (in person-months) in the Consultant's Technical Proposal]</i></p> <p style="padding-left: 40px;">(a) Position K-1: <i>[Team Leader]</i> <i>[Insert points]</i></p>

	<p>(b) Position K-2: <i>[Insert position title]</i> <i>[Insert points]</i></p> <p>(c) Position K-3: <i>[Insert position title]</i> <i>[Insert points]</i></p> <p>Total Points for criterion (iii): [30 – 60]</p> <p>The number of points to be given under each evaluation sub-criteria for qualifications of Key Experts is determined on the basis of three sub-criteria and relevant weightings as follows:</p> <p>(1) General qualifications (general education, training, and experience): _____ <i>[insert weight between 20 – 30%]</i></p> <p>(2) Adequacy for the assignment (relevant education, training, experience in the sector/similar assignments): _____ <i>[insert weight between 50 – 60%]</i></p> <p>(3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): <i>[insert weight between 10 – 20%]</i></p> <p style="text-align: right;">Total weight:100%</p> <p>(iv) Transfer of knowledge (training) program (relevance of approach and methodology):<i>[normally not to exceed 10 points]</i></p> <p style="text-align: right;"><i>Total points for criterion (iv): [0 – 10]</i></p> <p>(v) Local participation (Use of domestic consultants) among the Key Experts: <i>[normally not to exceed 10points]</i></p> <p style="text-align: right;"><i>Total points for criterion (v): [0 – 10]</i></p> <p>Total points for the five criteria: 100</p> <p>The minimum technical score (St) required to pass is: _____ <i>[Insert number]</i></p> <p><i>[Notes to Client: the indicative range is 70 to 85 on a scale of 1 to 100]</i></p>
21.1 (for STP)	<p>Criteria, sub-criteria, and point system for the evaluation of the Simplified Technical Proposals are:</p> <p style="text-align: right;"><u>Points</u></p>

	<p>(i) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference:</p> <p style="text-align: right;"><i>Total points for criterion (i): [20 - 40]</i></p> <p>(ii) Key Experts' qualifications and competence for the Assignment:</p> <p><i>[Notes to Consultant: each position number corresponds to the same for Key Experts in Form TECH-6 to be prepared by the Consultant]</i></p> <p>(a) Position K-1: [Team Leader] <i>[Insert points]</i></p> <p>(b) Position K-2: [Insert position title] <i>[Insert points]</i></p> <p>(c) Position K-3: [Insert position title] <i>[Insert points]</i></p> <p style="text-align: right;"><i>Total points for criterion (ii): [60 - 80]</i></p> <p>Total points for the two criteria: 100</p> <p>The minimum technical score (St) required to pass is: ____ <i>[Insert number]</i></p> <p><i>[Notes to Client: the indicative range is 70 to 85 on a scale of 1 to 100]</i></p>
21.1 (for BTP)	<p>Criteria, sub-criteria and point system for the evaluation of the Biodata Technical Proposal are:</p> <p style="text-align: right;"><u>Points</u></p> <p>(i) Adequacy and quality of the proposed Work Schedule and Planning for Deliverables:</p> <p style="text-align: right;"><i>Total points for criterion (i): [10-20]</i></p> <p>(ii) Team Composition and Key Experts' qualifications and competence for the Assignment:</p> <p><i>[Notes to Consultant: each position number corresponds to the same for Key Experts in Form TECH-6 to be prepared by the Consultant]</i></p> <p>(a) Position K-1: [Team Leader] <i>[Insert points]</i></p> <p>(b) Position K-2: [Insert position title] <i>[Insert points]</i></p>

	<p>(c) <i>Position K-3: [Insert position title]</i> <i>[Insert points]</i></p> <p style="text-align: right;"><i>Total points for criterion (ii): [80-90]</i></p> <p>Total points for the two criteria: 100</p>
D. Public Opening of Financial Proposals	
23.4	<p><u>Public Opening of Financial Proposals (if electronic procurement system is adopted)</u></p> <p>Public Opening of Financial Proposals</p> <p>An online option of the opening of the Financial Proposals is offered: Yes ____ or No _____</p> <p>[If yes, insert “The online opening procedure shall be: <i>[describe the procedure for online opening of Financial Proposals.]</i>]</p> <p><i>[Note: the public opening of financial proposal will be deferred until the resolution of complaint as reflected in ITC 23.3]</i></p>
23.5	<p><u>Public Opening of Financial Proposals (for QCBS, FBS, and LCS selection method)</u></p> <p>Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals.</p> <p>Any interested party who wishes to attend this public opening should contact [insert name and contact details for responsible officer] and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.</p> <p>Alternatively, a notice of the public opening of Financial Proposals may be published on the Client’s website, if available.</p>
25.1	<p><u>Exclusion of Taxes and Duties during the Financial Evaluation</u></p> <p>For the purpose of the evaluation, the Client will exclude:</p> <p style="padding-left: 40px;">(a) All local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract’s invoices; and</p> <p style="padding-left: 40px;">(b) All additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client’s country.</p>

	<p>If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>
26.1	<p><u>Conversion into Single Currency</u></p> <p>The single currency for the conversion of all prices expressed in various currencies into a single one is: <i>[indicate local currency or fully convertible foreign currency]</i> _____</p> <p>The official source of the selling (exchange) rate is: _____</p> <p>The date of the exchange rate is: _____</p> <p><i>[The date shall not be earlier than four (4) weeks prior to the deadline for submission of proposals and no later than the date of the original validity of Proposals.]</i></p>
27.1 (QCBS only)	<p><u>QCBS Only</u></p> <p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which Sf is the financial score, Fm is the lowest price, and F" the price of the proposal under consideration.</p> <p><i>[or replace with another inversely proportional formula acceptable to the Fund Member]</i></p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = _____ <i>[Insert weight:]</i></p> <p>P = _____ <i>[Insert weight:]</i></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.</p>

	<i>[Note: Generally, for QCBS, the technical: financial weightings are: 80:20, however, users may modify as appropriately depending on the nature of the assignment].</i>
E. Negotiations and Award	
28.1	<p><u>Negotiation</u></p> <p>Expected date and address for contract negotiations:</p> <p>Date: _____ day/month/year [for example, 15 January 2023]</p> <p>Address: _____</p>
30.1	<p><u>Standstill Period</u></p> <p>Standstill Period “shall or shall not” apply</p> <p><i>[Beneficiary will need to provide specific provisions on the application of the Standstill Period if this applies]</i></p>
32.1	<p><u>Standstill Period and Contract Award Notice</u></p> <p>If Standstill Period applies, modify ITC 32.1 as follows:</p> <p><i>[Upon expiry of the applicable Standstill Period, or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall send a notification of award ...[same as text in beginning of ITC 32.1]...”]</i></p>
34.2	<p><u>Date of Commencement of Services</u></p> <p>Expected date for the commencement of the Services:</p> <p>Date: <i>[Insert month and year]</i> at: <i>[Insert location]</i></p>
35.1	<p><u>Procurement Related Complaints</u></p> <p>The procedures for making a Procurement-related Complaint are detailed in the Procedures (Appendix III). If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, in writing (by the quickest means available, such as by email or fax), to:</p> <p>For the attention: <i>[insert full name of person receiving complaints]</i> Title/position: <i>[insert title/position]</i> Client: <i>[insert name of Client]</i> Email address: <i>[insert email address]</i></p>

	<p>Fax number: <i>[insert fax number] delete if not used</i></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. The terms of this Request for Proposal 2. The Client's decision to exclude a Consultant from the procurement process prior to the award of contract 3. The Client's decision to award the contract.
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Section 3. Technical Proposal - Standard Forms

Notes to Consultant shown in brackets [] throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.]

Checklist of Required Forms

Required FTP, STP or BTP ¹			FORM	DESCRIPTION	Page limit
FTP	STP	BTP			
√	√	√	TECH-1	Technical Proposal Submission Form.	
√ If applicable			TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
√ If applicable			Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members.	
√	X	X	TECH-2	Consultant's Organization and Experience.	
√	X	X	TECH-2A	A. Consultant's Organization	
√	X	X	TECH-2B	B. Consultant's Experience	
√	X	X	TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
√	X	X	TECH-3A	A. On the Terms of Reference	
√	X	X	TECH-3B	B. On the Counterpart Staff and Facilities	
√	√	X	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
√	√	√	TECH-5	Work Schedule and Planning for Deliverables	
√	√	√	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
√ - if applicable		X	TECH-7	Code of Conduct (ESHS)	

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

¹ Please use appropriate forms (FTP, STP or BTP) in accordance with the requirements as per ITC 21.1 of Section 2

Form TECH – 1

Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sir:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RFP:] “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”].

[If the Consultant is a joint venture, insert the following: We are submitting our Proposal in association/as a consortium/as a joint venture with: [Insert a list with full name and the legal address of each member, and indicate the lead member]. We have attached a copy [insert “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”] signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms/individuals as Sub-consultants: [Insert a list with full name and address of each Sub-consultant.]

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by Fund.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.
- (c) We have no conflict of interest in accordance with ITC 3.

- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by Fund's Policy in regard to sanctionable practices as per ITC 5.
- (e) We, including any of our sub-consultants, subcontractors, suppliers or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or debarment imposed by the Fund. Further, we are not ineligible under the Beneficiary's country laws or official regulations or pursuant to a decision of the United Nations Security Council.
- (f) [Note to Client: Only if required in ITC 10 (Data Sheet 10), include the following: In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.]
- (g) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 34.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature: _____ *[In full and initials]*

Full name: _____ *[insert full name of authorized representative]*

Title: _____ *[insert title/position of authorized representative]*

Name of Consultant (company's name or JV's name):

Capacity: _____ *[insert the person's capacity to sign for the Consultant]*

Address: _____ *[insert the authorized representative's address]*

Phone: _____ *[insert the authorized representative's phone number]*

Email: _____ *[insert the authorized representative's email address]*

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached]

Form TECH - 2 (for Full Technical Proposal Only)

Consultant's Organization and Experience

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

[Provide here a brief description of the background and organization of your company, and in case of a joint venture, of each member for this assignment].

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last [.....] years.
2. List only those assignments for which the Consultant was legally contracted by the relevant employer as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if requested by the Client. [check this table below - ensure all rows of text are included]

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ or applicable currency)/ Amount paid to your firm	Role on the Assignment
[e.g., Jan.2009–Apr.2010]	[e.g., "Improvement quality of.....": designed master	[e.g., Ministry of, country]	[e.g., US\$1 mill/US\$0.5 mill]	[e.g., Lead partner in a JV A&B&C]

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ or applicable currency)/ Amount paid to your firm	Role on the Assignment
	plan for rationalization of .,]			
[e.g., Jan-May 2008]	[e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....]	[e.g., municipality of....., country]	[e.g., US\$0.2 mil/US\$0.2 mil]	[e.g., sole Consultant]

Form TECH - 3 (for Full Technical Proposal)

Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be provided by the Client

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

[Describe proposed modifications or improvement to the Terms of Reference (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Include comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.]

Form TECH - 4 (for Full Technical Proposal Only)

Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference

Form TECH - 4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

[Suggested structure of your Technical Proposal (in FTP format):

- a) **Technical Approach and Methodology.** [Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.]
- b) **Work Plan.** [Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.]
- c) **Organization and Staffing.** [Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.]

Form TECH - 4 (for Simplified Technical Proposal Only)

Description of Approach, Methodology, and Work Plan for Performing the Assignment

Form TECH - 4: a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

[Suggested structure of your Technical Proposal - note: 10-page limit]

- a) **Technical Approach, Methodology, and Organization of the Consultant's team.** [Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.]
- b) **Work Plan and Staffing.** [Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.]
- c) **Comments (on the TOR and on counterpart staff and facilities).** [Please describe your proposed modifications or improvement to the TOR (such as deleting some activity you consider unnecessary, adding another, or proposing a different phasing of the activities). Such suggestions should be concise and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.]

Form TECH - 5 (for FTP, STP and BTP)

Work Schedule and planning for deliverables

N°	Deliverables ² (D-..)	Months											
		1	2	3	4	5	6	7	8	9	n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) delivery of final report to Client}												
D-2	{e.g., Deliverable #2:.....}												

Note:

1. Duration of activities shall be indicated in a form of a bar chart.
2. Include a legend, if necessary, to help read the chart.

² List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

Form TECH - 6 (for FTP, STP and BTP)

Team Composition, Assignment, and Key Experts' inputs

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months ³)			
		Position		D-1		D-2		D-3		D-...		Home	Field	Total
KEY EXPERTS⁴															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home ⁵]	[2 month]		[1.0]		[1.0]							
			[Field]	[0.5 m]		[2.5]		[0]							
K-2															
K-3															
n															
Subtotal															
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												

³ Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

⁴ For Key Experts, the inputs should be indicated individually for the same positions as required under Data Sheet ITC 21.1.

⁵ "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.

N-2																			
n																			
										Subtotal									
										Total									

Note:

1. For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
2. Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
3. "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.

 Full time input
 Part time input

Form TECH - 6 (Continued)

Curriculum Vitae (CV)

Position Title and Number	<i>[e.g., K-1, TEAM LEADER]</i>
Name of Expert:	<i>[Insert full name]</i>
Date of Birth:	<i>[day/month/year]</i>
Country of Citizenship/Residence	

Education: [List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained]

Employment record relevant to the assignment: [Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.]

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
<i>[e.g., May 2005-present]</i>	<i>[e.g., Ministry of, advisor/consultant to... For references: Telephone e-mail.....; Mr., deputy minister]</i>		

Membership in Professional Associations and Publications: _____

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
[List all deliverables/tasks as in TECH-5 in which the Expert will be involved)	

Expert's contact information: (e-mail....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief that:

- (i) this CV correctly describes my qualifications and experience;
- (ii) I am not a current employee of the Executing agency;
- (iii) I was not part of the team who wrote the terms of reference for this consulting service assignment;
- (iv) I do not have conflict of interest in accordance with ITC 3.1;
- (v) I am not subject to any national or international sanctions, temporary suspension or debarment by Fund or other International Financial Institutions (IFIs);
- (vi) I certify that I have been informed by the firm that it is including my CV in the Proposal for the [*insert name of the project and contract*]. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementing arrangements and schedule set out in the Proposal;
- (vii) I can accept payments through the international banking system or otherwise discharge Fund's obligation upon initiation of wire transfer; and
- (viii) I understand that it is my obligation to notify the Client and the Fund, should I become subject to any national or international sanction, including becoming ineligible to work with Fund or other IFIs, cannot accept payments through the international banking system, should integrity issues including conflict of interest arise and/or should we or the proposed consultant be convicted of any offence excluding minor traffic violations.

If the answer to any of the declaration above is NO, please provide details:

I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Fund.

[day/month/year]

Name of Expert

Signature

Date

[day/month/year]

Name of authorized

Signature

Date

Representative of the Consultant

(the same who signs the Proposal)

Form TECH - 7 (for FTP and STP)
Code of Conduct for Experts
Environmental, Social, Health and Safety (ESHS) Form

Note to the Client: only include this requirement for supervision of civil works contract. Firms are required to submit CoC for experts only at the bidding stage, however, during contract implementation, CoC is required for all the staff.

The following minimum requirements shall not be modified. The Client may include additional requirements to address identified issues, informed by relevant environmental and social assessment.

Delete this Box prior to issuance of the RFP.

Note to the Consultant:

The minimum content of the Code of Conduct form as set out by the Client shall not be substantially modified. However, the Consultant may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Consultant shall initial and submit the Code of Conduct form as part of its Proposal.

CODE OF CONDUCT FOR EXPERTS

We are the Consultant, *[enter name of Consultant]*. We have signed a contract with *[enter name of Client]* for *[enter description of the Services]*. These Services will be carried out at *[enter the Site and other locations as appropriate]*. Our contract requires us to implement measures to address environmental and social risks related to the Services, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Services. It applies to all Experts at the Site or other places where the Services are being carried out.

This Code of Conduct identifies the behavior that we require from all Experts.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Experts shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Experts and any other person;
3. maintain a safe working environment including by:
 - (a) ensuring that workplaces, equipment and processes under each person's control are safe and without risk to health;
 - (b) wearing required personal protective equipment; and
 - (c) following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, Contractor's Personnel or Client's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client, or who makes use of grievance mechanism for Experts or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact *[enter name of the Consultant's social expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Consultant to handle these matters]* in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Consultant's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Experts may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I

can contact *[enter name of Consultant's contact person(s) with relevant experience]* requesting an explanation.

Name of Expert: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Consultant:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

1. **Examples of sexual exploitation and abuse** include, but are not limited to:
 - An Expert tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
 - An Expert that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
 - An Expert rapes, or otherwise sexually assaults a member of the community.
 - An Expert denies a person access to the Site unless he/she performs a sexual favor.
 - An Expert tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.
2. **Examples of sexual harassment in a work context**
 - An Expert comment on the appearance of another Expert (either positive or negative) and sexual desirability.
 - When An Expert complains about comments made by another Expert on his/her appearance, the other Expert comment that he/she is “asking for it” because of how he/she dresses.
 - Unwelcome touching of an Expert or Employer’s Personnel by another Expert.
 - An Expert tells another Expert that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

Section 4. Financial Proposal - Standard Forms

[This Section includes the financial forms that are to be completed by the shortlisted consultants, including the consultant's costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2.

Notes to Consultant shown in brackets [] provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN - 1 Financial Proposal Submission Form

FIN - 2 Summary of Costs

FIN - 3 Breakdown of Remuneration

FIN - 4 Reimbursable expenses

Form FIN - 1

Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sir:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of [Indicate the corresponding to the amount(s) currency(ies)] [Insert amount(s) in words and figures], [Insert "including" or "excluding"] of all indirect local taxes in accordance with Clause 25 in the Data Sheet. The estimated amount of local indirect taxes is [Insert currency] [Insert amount in words and figures] which shall be confirmed or adjusted, if needed, during negotiations. [Please note that all amounts shall be the same as in Form FIN-2].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., before the date indicated in Data Sheet, ICT 12.1.

We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Fund, or a debarment imposed by other International Financial Institutions. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council.

If under ongoing investigation and/or sanction proceedings by the Fund or any other International Financial Institutions, please state details:

(i) name of the International Financial Institutions: _____

(ii) reasons for the ongoing investigation: _____

During the course of this registration or any engagement, we can accept electronic payments through the international financial system or otherwise discharge Fund's obligations upon initiation of wire transfer and it is our obligation to notify the Client and Fund if we cannot accept electronic payments through the international financial system or otherwise discharge Fund's obligations upon initiation of wire transfer.

Commissions, gratuities or fees paid or to be paid by us to an agent or any other party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agent (s)/Other Party	Amount and Currency	Purpose

[If no payments are made or promised, add the following statement: “No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, Contract execution”].

We agree to permit Fund or its representative to inspect our site, assets, accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by Fund. We understand that failure to comply with this obligation may constitute “obstructive practice” that may result in debarment and/or contract termination, if awarded.

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

We understand that any misrepresentation that knowingly or recklessly misleads or attempts to mislead may lead to automatic rejection of our proposal or cancellation of our contract, if awarded, and may result in further remedial actions, in accordance with Fund’s Anticorruption Policy and Integrity Principles and Guidelines, both as amended from time to time.

We remain,

Yours sincerely,

Authorized Signature: _____ *[In full and initials]*

Full name: _____ *[insert full name of authorized representative]*

Title: _____ *[insert title/position of authorized representative]*

Name of Consultant (company’s name or JV’s name):

Capacity: _____ *[insert the person’s capacity to sign for the Consultant]*

Address: _____ *[insert the authorized representative’s address]*

Phone: _____ *[insert the authorized representative's phone number]*

Email: _____ *[insert the authorized representative's email address]*

[For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached]

Form FIN - 2 Summary of Costs

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used}			
	<i>{Insert Foreign Currency # 1}</i>	<i>{Insert Foreign Currency # 2, if used}</i>	<i>{Insert Foreign Currency # 3, if used}</i>	<i>{Insert Local Currency, if used and/or required (16.4 Data Sheet)}</i>
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(i) {insert type of tax e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
Total Estimate for Indirect Local Tax:				

Footnote: Payment will be made in the currency(ies) expressed above (Reference to ITC 16.4)

Form FIN-3 Breakdown of Remuneration⁶

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts.

A. Remuneration _____								
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currenc y # 1- as in FIN-2}	{Currenc y # 2- as in FIN-2}	{Currency# 3- as in FIN- 2}	{Local Currency- as in FIN- 2}
_____	Key Experts _____							
K-1	_____	_____	[Home]	_____	_____	_____	_____	
	_____	_____	[Field]	_____				_____
K-2	_____	_____	_____	_____	_____	_____	_____	
	_____	_____	_____	_____				_____
_____	Non-Key Experts _____							
N-1	_____	_____	[Home]	_____				_____
N-2	_____	_____	[Field]	_____				_____
	_____	_____	_____	_____				_____
	Total Costs				_____	_____	_____	_____

⁶ In the case of selections that do not include cost as an evaluation factor (i.e. QBS, CQS, and SSS), an expanded version of this Form may be used to add columns to show social charges, overhead, other charges (such as premium for field assignments in difficult locations) and the multiplier

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

- 1.1 The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2 If the *RFP* requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the *RFP* requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3 At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4 Rate details are discussed below:
 - (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
 - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the Salary and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
 - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.

- (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

Acceptable (e.g., UNDP) standard rates for the particular country may be used as reference to determine subsistence allowances.

Sample Form

Consultant:

Country:

Assignment:

Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Model Form I

Consultant's Representations Regarding Costs and Charges (Expenditure form to FIN - 3 for QBS, CQS and SSS)

[expressed in _____ (insert name of the currency⁷)]

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneratio n Rate per Working Month/Day/ Year	Social Charge s ⁸	Overhead ¹	Subtotal	Profit ⁹	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/H our	Proposed Fixed Rate per Working Month/Day/Ho ur ¹
Home Office									
Client's Country									

⁷ If more than one currency is used, use additional table(s), one each for each currency.

⁸ Expressed as percentage of 1

⁹ Expressed as percentage of 4

Form FIN - 4 Breakdown of Reimbursable Expenses

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts.

B. Reimbursable Expenses _____								
N °	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem	{Day}						
—	{e.g., International flights}	<u>{Ticket}</u>		_____				
—	{e.g., In/out airport transportation}	<u>{Trip}</u>						
	{e.g., Communication costs between Insert place and Insert place}				_____			
	{ e.g., reproduction of				_____			
	<u>{e.g., Office rent}</u>				_____			
				_____			
	{Training of the Client's personnel – if required in TOR}				_____			
Total Costs								

Legend: “Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

Section 5. Eligible Countries

In reference to ITC 6.3.2, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under ITC 6.3.2 (a): _____ [insert a list of the countries following approval by the Fund to apply the restriction or state “none”]

Under ITC 6.3.3 (b): _____ [insert a list of the countries following approval by the Fund to apply the restriction or state “none”]

EXCEPTIONS: In the case of co-financed Projects, the Fund may agree to adopt restrictions imposed by other co-financer (s) in addition to ITC 6.3.2.

Section 6. Corrupt and Fraudulent Practices

(This Section 6, Corrupt and Fraudulent Practices shall not be modified)

1. Purpose

- 1.1 The Anti-Corruption Procedures including Guidelines on Procurement Integrity and this annex apply with respect to procurement under the Fund's Project financing operations.

2. Requirements

- 2.1 The Fund requires that Beneficiaries as well as firms, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, and any personnel, observe the highest standard of ethics during the selection and execution of Fund financed contracts¹⁰. In pursuance of this policy, the requirements of Fund's *Anti-Corruption Guidelines on Preventing and Combating Fraud and Corruption in Fund Financed Projects* and sanctions procedures shall be observed at all times.

2.2 To this end, the Fund:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) **Corrupt Practice** is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) **Fraudulent Practice** is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - (iii) **Collusive Practice** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) **Coercive Practice** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) **Obstructive Practice** is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation; or making false statements to investigators in order to materially impede the Fund

¹⁰ In this context, any action taken by a Contractor or Consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.

investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or an acts intended to materially impede the exercise of the Fund's inspection and audit rights provided for under sub-paragraph (e) below.

- (b) Will reject a proposal for award if the Fund determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis-procurement, if the Fund determines, at any time, that representatives of the Beneficiary or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Beneficiary having taken timely and appropriate action satisfactory to the Fund to address such practices when they occur, including by failing to inform the Fund in a timely manner at the time they knew of the practices;
- (d) Pursuant to the Fund's *Sanction policy and related Procedures* any firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from the Fund-financed contract, financially or in any other manner;¹¹ (ii) to be a nominated¹² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded Fund-financed contract; and (iii) to receive the proceeds of any loan made by the Fund or otherwise to participate further in the preparation or implementation of any Fund-financed project;

¹¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

¹² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

- (e) Requires that a clause be included in request for proposals documents and in contracts financed by the Fund, requiring (i) bidders (applicants/proposers), consultants, contractor, supplier, agents, personnel, permit the Fund to inspect¹³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Fund.

¹³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information

Section 7. Terms of Reference

(Sample outline)

[This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts; and lists the expected deliverables. This Section shall not be used to contradict provisions in Section 2.]

1. Background _____

2. Objective(s) of the Assignment _____

3. Scope of Services, Task (components) and Expected Deliverables

3.1 [provide basic parameters of contemplated services]

3.2 [indicate if downstream work is required]

3.3 [indicate if training is a specific component of the assignment]

3.4 ...[Note to the Client]: If applicable, for ESHS, the scope of the services of the Consultants should be based on the following: (insert: as applicable).

4. Team Composition and Qualification Requirements for the Key Experts (and any other requirements which will be used for evaluating the Key Experts under Data Sheet 21.1 of the ITC)

[Note to Client: Include among the required Key Experts, experts with sufficient qualifications and experience to supervise Environmental, Social and Health & Safety obligations of the Contractor. Where a Project SEA risks are assessed to be substantial or high, Key Experts shall include an expert(s) with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases.]

The same expert positions should be included for evaluation in ITC 21.1].

5. Reporting Requirements and Time Schedule for Deliverables [at minimum, list the following]

(a) *format frequency, and contents of reports;*

(b) *number of copies, and requirements to electronic submission (or on CD ROM). Final reports shall be delivered in CD ROM in addition to the specified number of hard copies;*

(c) *dates of submission;*

(d) *persons (indicate names, titles, submission address) to receive them; etc.*

[if applicable, include ESHS reporting requirements]

6. Client's Input and Counterpart Personnel

(a) Services, facilities and property to be made available to the Consult by the Client: _____ [list/specify]

(b) Professional and support counterpart personnel to be assigned by the Client to the Consultant's team: _____ [list/specify]

7. Any other items to be added _____

PART II

Section 8. Conditions of Contract and Contract Forms

Forward

1. Part II includes two types of standard Contract forms for Consulting Services (a Time-Based Contract and a Lump-Sum Contract).
2. **Time-Based Contract:** This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on: (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment; and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise the Consultant and to be involved in the daily execution of the assignment.
3. **Lump-Sum Contract:** This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Client is paramount. Lump-sum contracts are typically used in cases in which Biodata Technical Proposals are used, and also in straight-forward cases in which Simplified Technical Proposals are used.
4. The templates are designed for use in assignments with consulting firms and shall not be used for contracting individual experts. These standard Contract forms are to be used for complex and/or large value assignments, and/or for contracts above US\$ 200,000 equivalent or more unless otherwise agreed by the Fund.

Time-Based Form of Contract

STANDARD FORM OF CONTRACT

Consultant's Services
[Time-Based]

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Contract for Consulting Services

Time-Based

Project Name: _____

Financing No.: _____

Assignment Title: _____

Contract No.: _____

between

[Name of the Client]

and

[Name of the Consultant]

Date: _____

I. Form of Contract

Time-Based

[Text in brackets [] is optional; all notes should be deleted in the final text]

This **CONTRACT** (hereinafter called the “Contract”) is made the [number] day of the month of [month], [year], between, on the one hand, [name of Beneficiary] and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “_____ (hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the “Consultant”).]

[Note: For each Consultant, add the legal status and country of incorporation as well as address]

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, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) The Client has received [or has applied for] financing from the Fund toward the cost of the Services and intends to apply a portion of the proceeds of this financing to eligible payments under this Contract, it being understood that (i) payments by the Fund will be made only at the request of the Client and upon approval by the Fund; and (ii) such payments will be subject, in all respects, to the terms and conditions of the financing agreement, including prohibitions of withdrawal from the [loan/grant] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Fund, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Beneficiary shall derive any rights from the [loan/grant] agreement or have any claim to the [loan/grant] 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 (including Attachment 1 “Fund’s Corrupt and Fraudulent Practices);

(b) The Special Conditions of Contract;

(c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Reimbursable Cost Estimates

Appendix E: Form of Advance Payment Guarantee

Appendix F: *[ONLY IF APPLICABLE]* Code of Conduct (ESHS) *[Note to Client: to be included only if applicable for supervision of civil works contracts]*

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E; and *[if applicable - Appendix F]*. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

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

(b) The Client shall make payments to the Consultant 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 *[Name of Client]*

[Authorized Representative of the Client—name, title and signature]

For and on behalf of [Name of Consultant or Name of a Joint Venture]

[Authorized Representative of the Consultant—name and signature]

[Note: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant [insert the name of the Joint Venture]

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions
 - 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
 - (a) **Applicable Guidelines** means the Funds “Principles for Procurement of Goods, Works and Services (____)” (‘Principles’) and/or the Procedures for Procurement of Consultant Services dated [____], as the context permits, as required by the Fund providing financing to the Beneficiary.
 - (b) **Applicable Law** means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
 - (c) **Beneficiary** means the Government, Government agency or other entity that signs the financing agreement with the Fund.
 - (d) **Client** means the executing agency that signs the Contract for the Services with the Selected Consultant.
 - (e) **Consultant** refers to a firm (either corporate or otherwise) or other entity or organization primarily engaged in the business of providing specialist advice (including guidance and training) of a predominantly intellectual nature that is selected by the Client to provide the Services under the signed Contract.
 - (f) **Contract** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).

- (g) **Day** means a working day unless indicated otherwise.
- (h) **Effective Date** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (i) **Experts** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (j) **Foreign Currency** means any currency other than the currency of the Client's country.
- (k) **Fund** means the financier who is financing this contract as **specified in SCC**.
- (l) **GCC** means these General Conditions of Contract.
- (m) **Government** means the government of the Client's country.
- (n) **Joint Venture (JV)** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) **Key Expert(s)** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (p) **Local Currency** means the currency of the Client's country.
- (q) **Non-Key Expert(s)** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.

- (r) **Party** means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (s) **SCC** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) **Services** means the work to be performed by the Consultant pursuant to this Contract.
- (u) **Sub-consultants** means an entity to whom/which the Consultant subcontracts any part of the Services related to consultant work while remaining solely liable for the execution of the Contract.
- (v) **Sub-contractors** means an entity to whom/which the Consultant subcontracts any part of the Services related to work other than consultant work while remaining solely liable for the execution of the Contract.
- (w) **Third Party** means any person or entity other than the Government, the Client, the Consultant, a Sub-consultant, or a Sub-contractor.

2. Relationship between the Parties

2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

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

4. Language

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

5. Headings

5.1 The heading shall not limit, alter or affect the meaning of this Contract.

- | | |
|----------------------------------|---|
| 6. Communications | <p>6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. 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 SCC.</p> <p>6.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.</p> |
| 7. Location | <p>7.1 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.</p> |
| 8. Authority of Member in Charge | <p>8.1 In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC 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.</p> |
| 9. Authorized Representative | <p>9.1 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 SCC.</p> |
| 10. Sanctionable Practice | <p>10.1 The Fund requires compliance with its Anti-Corruption Procedures including Guidelines on Procurement Integrity and Attachment 1 to the GCC.</p> |
| a. Commissions and Fees | <p>10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party 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 or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Fund.</p> |

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- | | | |
|---|------|---|
| 11. Effectiveness of Contract | 11.1 | This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met. |
| 12. Termination of Contract for Failure to Become Effective | 12.1 | If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC , either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| 13. Commencement of Services | 13.1 | The Consultant shall confirm the availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC . |
| 14. Expiration of Contract | 14.1 | Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC. |
| 15. Entire Agreement | 15.1 | This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. |
| 16. Modifications or Variations | 16.1 | 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. |
| | 16.2 | In cases of substantial modifications or variations, the prior written consent of the Fund Member is required. |

17. Force Majeure

a. Definition

17.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4 The failure of a Party to fulfil any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

17.5 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practicable and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such

event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- 17.7 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.
- 17.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- 17.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 & 49.

18. Suspension

- 18.1 The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

- 19.1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

- 19.1.1 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. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case

of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) if the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) if the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;
- (d) 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) calendar 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 confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 Furthermore, , if the Client determines that the Consultant has engaged in any sanctionable practice, as defined in **Attachment 1** to the GCC, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the
Consultant**

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

(a) if the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 46 within forty-five (45) calendar 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) calendar days.

(c) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.

(d) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**c. Cessation of
Rights and
Obligation**

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 13 or GCC 20 hereof, or upon expiration of this Contract pursuant to Clause GCC 15, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 31, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 34, and (iv) any right which a Party may have under the Applicable Law.

- d. Cessation of Services
- 19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 20(a)(i) or GCC 20(a)(ii), the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 36 or GCC 38.
- e. Payment upon Termination
- 19.1.5 Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and [reimbursable] expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 44(a)(ii);
 - (b) in the case of termination pursuant to Clause GCC 20(a)(iii) or (iv) reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATION OF THE CONSULTANT

20. General

- a. Standard of performance
- 20.1 The Consultant shall perform the Services and carry out the Services 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 a faithful

adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law
Applicable to
Services**

20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when:

(a) as a matter of law or official regulations, the Beneficiary's country prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

**21. Conflict of
Interest**

21.1 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.

**a. Consultant
Not to Benefit
from**

21.1.1 The payment of the Consultant pursuant to GCC 44 shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 28, the Consultant shall

Commissions, Discounts, etc.		not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
	21.1.2	Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Fund Member's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
b. Consultant and Affiliates Not to Engage in Certain Activities	21.1.3	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 non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC .
c. Prohibition of Conflicting Activities	21.1.4	The Consultant shall not engage and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
d. Strict Duty to Disclose Conflicting Activities	21.1.5	The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the

disqualification of the Consultant or the termination of its Contract.

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| 22. Confidentiality | 22.1 Except with the prior written consent of the Client, the Consultant and the Experts 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 Experts make public the recommendations formulated in the course of, or as a result of, the Services. |
| 23. Liability of the Consultant | 23.1 Subject to additional provisions, if any, set forth in the SCC , the Consultant's liability under this Contract shall be as determined under the Applicable Law. |
| 24. Insurance to be taken out by the Consultant | 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (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 specified in the SCC , and (ii) 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 therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services. |
| 25. Accounting, Inspection and Auditing | <p>25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.</p> <p>25.2 The Consultant shall permit and shall cause its Sub-consultants and its Sub-contractors to permit, the Fund and/or persons appointed by the Fund Member to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Fund if requested by the Fund. The Consultant's agrees that acts intended to materially impede the exercise of the Fund Member's inspection and audit rights constitute a sanctionable practice subject to contract termination (as well as to a determination of ineligibility under the Fund's prevailing sanctions procedures).</p> |

26. Reporting
- 26.1 The Consultant shall submit to the Client the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.
27. Proprietary Rights of the Client in Reports and Records
- 27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. 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. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
- 27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents, and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.
28. Equipment, Vehicles and Materials
- 28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

- 28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

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| 29. Description of Key Experts | <p>29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.</p> <p>29.2 If required to comply with the provisions of Clause GCC 24, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 44.</p> <p>29.3 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 44, the Parties shall sign a Contract amendment.</p> <p>29.4 If required in the SCC, the Consultants shall ensure that at all times during the Consultants' performance of the Services in the Beneficiary's country a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.</p> |
| 30. Replacement of Key experts | <p>30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.</p> <p>30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall</p> |

forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. Approval of Additional Key Experts

31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.

31.2 The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

32. Removal of Experts or Sub-consultant

32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of Sub-consultant have engaged in any sanctionable practices while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

32.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

33. Replacement/Removable of Experts

33.1 Except, as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

34. **Working Hours, Overtime, Leave, etc.**
- 34.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Appendix B**.
- 34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.
- 34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. OBLIGATION OF THE CLIENT

35. **Assistance and Exemptions**
- 35.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:
- (a) assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
 - (b) assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
 - (c) facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
 - (d) issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate

for the prompt and effective implementation of the Services.

- (e) assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (f) assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) provide to the Consultant any such other assistance as may be **specified in the SCC**.

**36. Access to
Project Site**

36.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the wilful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

**37. Change in the
Applicable Law
Related to
Taxes and
Duties**

37.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country 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 hereto, and corresponding adjustments shall be

made to the ceiling amounts specified in Clause GCC 44(a)(i).

38. Services, Facilities and Property of the Client

38.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 44(a)(i).

39. Counterpart Personnel

39.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 44(a)(i).

39.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

40. Payment Obligation

40.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make

such payments to the Consultant and in such manner as is provided below.

F. PAYMENT TO THE CONSULTANT

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| 41. Ceiling Amount | <p>41.1 An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D (Reimbursable expenses: Cost Estimates).</p> <p>41.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.</p> <p>41.3 For any payments in excess of the ceilings specified in GCC 44(a) (i), an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.</p> |
| 42. Remuneration and Reimbursable Expenses | <p>42.1 The Client shall pay to the Consultant (a) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (b) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.</p> <p>42.2 All payments shall be at the rates set forth in Appendix C and Appendix D.</p> <p>42.3 Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.</p> <p>42.4 The remuneration rates shall cover: (a) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (b) the cost of backstopping by home office staff not included in the Experts' list in Appendix B, (c) the Consultant's profit, and (d) any other items as specified in the SCC.</p> |

- 42.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.
43. Taxes and Duties
- 43.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.
- 43.2 As an exception to the above and as **stated in the SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
44. Currency of Payment
- 44.1 Any payment under this Contract shall be made in the currency(ies) **specified in the SCC**.
45. Mode of Billing and Payment
- 45.1 Billings and payments in respect of the Services shall be made as follows:
- (a) Advance payment. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as **specified in the SCC**. Unless otherwise **indicated in the SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) **specified in the SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal instalments against the statements for the number of months of the Services **specified in the SCC** until said advance payments have been fully set off.
- (b) Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise **indicated in the SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the

amounts payable pursuant to Clauses GCC 44(a)(iv) and (v) for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration reimbursable expenses separately.

- (c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
- (d) The Final Payment. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.

(e) all payments under this Contract shall be made to the accounts of the Consultant **specified in the SCC.**

(f) with the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

46. Interest on Delayed payment

46.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 44, penalty shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the amount **stated in the SCC.**

G. FAIRNESS AND GOOD FAITH

47. Good Faith

47.1 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.

47.2 The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GCC 48 hereof.

H. SETTLEMENT OF DISPUTES

48. Amicable Settlement

48.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice

of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49(1) shall apply.

**49. Dispute
Resolution**

49.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

50. Eligibility

50.1 Compliance with the Fund's eligibility policy is required throughout the Contract's execution.

II. General Conditions of Contract

Attachment 1

Corrupt and Fraudulent Practices

["Text in this Attachment 1 shall not be modified"]

1. Purpose

- 1.1 The Anti-Corruption Procedures including Guidelines on Procurement Integrity and this annex apply with respect to procurement under the Fund's Project Financing operations.

2. Requirements

- 2.1 The Fund requires that Beneficiaries as well as firms, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, and any personnel, observe the highest standard of ethics during the selection and execution of Fund financed contracts¹⁴. In pursuance of this policy, the requirements of Fund's *Anti-Corruption Guidelines on Preventing and Combating Fraud and Corruption in Fund Financed Projects* and sanctions procedures shall be observed at all times.

2.2 To this end, the Fund:

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

- (i) **Corrupt Practice** is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) **Fraudulent Practice** is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- (iii) **Collusive Practice** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) **Coercive Practice** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

¹⁴ In this context, any action taken by a Contractor or Consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.

- (v) **Obstructive Practice** is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation; or making false statements to investigators in order to materially impede the Fund investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or an acts intended to materially impede the exercise of the Fund's inspection and audit rights provided for under sub-paragraph (e) below.
- (b) Reject a proposal for award if the Fund determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis-procurement, if the Fund determines, at any time, that representatives of the Beneficiary or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Beneficiary having taken timely and appropriate action satisfactory to the Fund to address such practices when they occur, including by failing to inform the Fund in a timely manner at the time they knew of the practices;
- (d) Pursuant to the Fund's *Sanction policy and related Procedures* any firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from the Fund-financed contract, financially or in any other manner;¹⁵ (ii) to be a nominated¹⁶ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded Fund-financed contract; and (iii) to receive the proceeds of any loan made

¹⁵ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

¹⁶ A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

by the Fund or otherwise to participate further in the preparation or implementation of any Fund-financed project;

- (e) Requires that a clause be included in request for proposals documents and in contracts financed by the Fund, requiring (i) bidders (applicants/proposers), consultants, contractor, supplier, agents, personnel, permit the Fund to inspect¹⁷ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Fund.

¹⁷ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GCC Clauses	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (b) and 3.1	<p><u>Applicable Law</u></p> <p>The Contract shall be construed in accordance with the law of _____ [insert country name].</p> <p>[Note: Fund Member-financed contracts normally designate the law of the [Government's/Client's] country as the law governing the contract. However, the Parties may designate the law of another country, in which case the name of the respective country should be inserted, and the square brackets should be removed.]</p>
1. (k)	<p><u>Name of the Financier</u></p> <p>Name of the Fund: _____ <i>[insert name of the fund who is providing financing for this contract]</i></p>
4.1	<p><u>Language</u></p> <p>The language is: _____ [insert the language].</p> <p><i>[Note: Arabic, English, French, Spanish or any other allowable Fund member language agreed with the Fund]</i></p>
6.1 and 6.2	<p><u>Contact Details</u></p> <p>The addresses are:</p> <p>Client: _____</p> <p>_____</p> <p>Attention: _____</p>

	<p>Facsimile: _____</p> <p>E-mail (where permitted): _____</p> <p>Consultant: _____</p> <p>_____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail (where permitted): _____</p> <p>Notice will be deemed to be effective as follows:</p> <p>(a) In the case of personal delivery or registered mail, on delivery;</p> <p>(b) In the case of Emails, [written hours] ([numerical hours]) hours following confirmed transmission.</p>
8.1	<p><u>Lead JV Member</u></p> <p>[Note: If the Consultant consists only of one entity, state "N/A"</p> <p>OR</p> <p>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in the Contract should be inserted here.]</p> <p>The Lead Member on behalf of the JV is _____</p> <p>[insert name of the member]</p>
9.1	<p><u>Authorized Representatives</u></p> <p>The Authorized Representatives are:</p> <p>For the Client: _____ [name, title]</p> <p>For the Consultant: _____ [name, title]</p>
11.1	<p><u>Conditions of Effectiveness of Contract</u></p> <p>_____</p>

	<p>[Note: If there are no effectiveness conditions, state “N/A”]</p> <p>OR</p> <p>List here any conditions of effectiveness of the Contract, e.g., approval of the Contract by the Fund, effectiveness of the Fund financing agreement [loan/grant], receipt by the Consultant of an advance payment, and by the Client of an advance payment guarantee (see SCC 44, etc.)</p> <p>The effectiveness conditions are the following: _____ [insert “N/A” or list the conditions]</p>
12.1	<p><u>Termination of Contract for Failure to Become Effective</u></p> <p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be _____ [insert time period, e.g.: four months].</p>
13.1	<p><u>Commencement of Services</u></p> <p>The number of days shall be _____ [e.g.: ten].</p> <p>Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p><u>Contract Period</u></p> <p>Expiration of Contract:</p> <p>The time period shall be _____ [insert time period, e.g.: twelve months].</p>
21 b.	<p><u>Conflict</u></p> <p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3.</p> <p>Yes_____ No _____</p>

23.1

Consultant's Liability

No additional provisions.

OR

The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:

"Limitation of the Consultant's Liability towards the Client:

(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:

(i) For any indirect or consequential loss or damage; and

(ii) For any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract.

(b) This limitation of liability shall not:

(i) Affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;

(ii) Be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the [insert "Applicable Law", if it is the law of the Client's country, or insert "applicable law in the Client's country", if the Applicable Law stated in SCC 1 is different from the law of the Client's country].

[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Fund prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Fund's policy on this matter which is as follows]:

	<p><i>To be acceptable to the Fund, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and [reimbursable expenses]. A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Fund Member. Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.</i></p> <p><i>The Fund does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]</i></p>
24.1	<p><u>Insurance Coverage</u></p> <p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Note: Delete what is not applicable except (a)].</i></p> <ul style="list-style-type: none"> (a) Professional liability insurance, with a minimum coverage of _____ [insert amount and currency which should be not less than the total ceiling amount of the Contract]; (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of [insert amount and currency or state "in accordance with the applicable law in the Client's country"]; (c) Third Party liability insurance, with a minimum coverage of [insert amount and currency or state "in accordance with the applicable law in the Client's country"]; (d) Employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable

	<p>law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(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.</p>
27.1	<p><u>Exception to Proprietary Rights</u></p> <p>[Note: If applicable, insert any exceptions to proprietary rights provision_____]</p>
27.2	<p><u>Future use of Documents</u></p> <p><i>[Note: If there is to be no restriction on the future use of these documents by either Party, this SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p>[The Consultant shall not use these [insert what applies _____ documents and software] for purposes unrelated to this Contract without the prior written approval of the Client.]</p> <p>OR</p> <p>[The Client shall not use these [insert what applies _____ documents and software] for purposes unrelated to this Contract without the prior written approval of the Consultant.]</p> <p>OR</p> <p>[Neither Party shall use these _____ [insert what applies] documents and software] for purposes unrelated to this Contract without the prior written approval of the other Party.]</p>
29.4	<p><u>Resident Project Manager</u></p>

	<p>Note: If there is a resident project manager, state here: “The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GCC.” If there is no such manager, delete this SCC 29.4 from the SCC.</p>
32	<p><u>Code of Conduct</u></p> <p>[Note to Client: ONLY include the following for supervision of civil works contracts IF APPLICABLE otherwise delete.]</p> <p>Insert the following as Sub-Paragraph 32.3 and renumber original Sub-Paragraph 32.3 as Sub-Paragraph 32.4</p> <p>“Key Experts, Non-Key Experts or Subconsultants who are found to be in breach of the Consultant’s Code of Conduct (ESHS) (e.g., spreading communicable diseases, sexual harassment, gender- based violence, illicit activity or crime) shall be replaced by the Consultant, or at the Client’s written request.”</p>
35.1 (a) through (e)	<p><u>Assistance and Exemptions</u></p> <p>[Note: List here any changes or additions to Clause GCC 35.1. If there are no such changes or additions, delete this SCC 35.1]</p>
35.1 (f)	<p><u>Other Assistance to be Provided by the Client</u></p> <p>[Note: List here any other assistance to be provided by the Client. If there is no such other assistance, delete this SCC 35.1 (f).]</p>
41.2	<p><u>Currency Ceilings</u></p> <p>The ceiling in foreign currency or currencies is: _____ [insert amount and currency for each currency] [indicate: inclusive or exclusive] of local indirect taxes.</p> <p>The ceiling in local currency is: _____ [insert amount and currency] [indicate: inclusive or exclusive] of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall [insert as</p>

	appropriate: “be paid” or “reimbursed”) by the Client [insert as appropriate: “for “or “to”] the Consultant.
42.3	<p><u>Price Adjustment</u></p> <p>Price adjustment on the remuneration _____ [insert “applies” or “does not apply”]</p> <p>[Note: If the Contract is less than 12 months, price adjustment does not apply.</p> <p><i>If the Contract has duration of more than 12 months, a price adjustment provision on the remuneration for foreign and/or local inflation shall be included here. The adjustment should be made every 12 months after the date of the contract for remuneration in foreign currency and — except if there is very high inflation in the Client’s country, in which case more frequent adjustments should be provided for — at the same intervals for remuneration in local currency. Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in local currency by using the corresponding index for the Client’s country. A sample provision is provided below for guidance:</i></p> <p>[Payments for remuneration made in [foreign and/or local] currency shall be adjusted as follows:</p> <p>(1) Remuneration paid in foreign currency on the basis of the rates set forth in Appendix C shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:</p> $R_f = R_{fo} \times \frac{I_f}{I_{fo}} \quad \text{[or} \quad R_f = R_{fo} \times \left[0.1 + 0.9 \frac{I_f}{I_{fo}} \right]$ <p>where</p> <p>R_f is the adjusted remuneration</p> <p>R_{fo} is the remuneration payable on the basis of the remuneration rates (Appendix C) in foreign currency</p>

	<p>I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect</p> <p>I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.</p> <p>The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_f and I_{fo} in the adjustment formula for remuneration paid in foreign currency: <i>[Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency, e.g., "Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics"]</i></p> <p>(2) Remuneration paid in local currency pursuant to the rates set forth in Appendix D shall be adjusted every [insert number] months (and, for the first time, with effect for the remuneration earned in the [insert number] the calendar month after the date of the Contract) by applying the following formula:</p> $R_t = R_{lo} \times \frac{I_t}{I_{lo}} \quad \text{[or} \quad R_t = R_{lo} \times \left[0.1 + 0.9 \frac{I_t}{I_{lo}} \right]$ <p>where</p> <p>R_t is the adjusted remuneration</p> <p>R_{lo} is the remuneration payable on the basis of the remuneration rates (Appendix D) in local currency</p> <p>I_t is the official index for salaries in the Client's country for the first month for which the adjustment is to have effect; and</p> <p>I_{lo} is the official index for salaries in the Client's country for the month of the date of the Contract.</p> <p>The Client shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_t and I_{lo} in the adjustment formula for remuneration paid in local currency: <i>[Insert the name, source</i></p>
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	<p>institution, and necessary identifying characteristics of the index for foreign currency]</p> <p>(3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor $X0/X$. $X0$ is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract. X is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.</p>
43.1 and 43.2	<p><u>Taxes and Duties</u></p> <p><i>[Note: The Fund leaves it to the Client to decide whether the Consultant: (i) should be exempted from indirect local tax; or (ii) should be reimbursed by the Client for any such tax they might have to pay (or that the Client would pay such tax on behalf of the Consultant)]</i></p> <p>The Client warrants that <i>[choose one applicable option consistent with the ITC 16 and the outcome of the Contract's negotiations (Form FIN-2, part B "Indirect Local Tax - Estimates"):</i></p> <p>If ITC16 indicates a tax exemption status, include the following: "the Consultant, the Sub-consultants and the Experts shall be exempt from"</p> <p>OR</p> <p>If ITC16 does not indicate the exemption and, depending on whether the Client shall pay the withholding tax or the Consultant has to pay, include the following:</p> <p>"the Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts," OR "the Client shall reimburse the Consultant, the Sub-consultants and the Experts"]</p> <p>any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(a) Any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or</p>

	<p>permanent residents of the Client's country), in connection with the carrying out of the Services;</p> <p>(b) Any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p> <p>(c) Any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) Any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:</p> <p>(i) The Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and</p> <p>(ii) If the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</p> <p>For the avoidance of any doubts, the Fund financing does not cover the payment of any taxes, duties, fees, levies or any imposition of similar nature.</p>
44.1	<u>Currency of Payments</u>

	<p>The currency [currencies] of payment shall be the following: _____ [list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2]</p>
45.1 (a)	<p><u>Advance Payments</u></p> <p><i>[Note: The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance payment guarantee should be in the same currency(ies)]</i></p> <p>The following provisions shall apply to the advance payment and the advance payment guarantee:</p> <p>(a) An advance payment [of _____ [insert amount] in foreign currency] [and of _____ [insert amount] in local currency] shall be made within [insert number] days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first [insert number] months of the Services until the advance payment has been fully set off.</p> <p>(b) The advance payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</p>
45.1 (b)	<p><u>Itemized Statements</u></p> <p><i>[Note: Delete this Item SCC 44(b) if the Consultant shall have to submit its itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals]:</i></p> <p>The Consultant shall submit to the Client itemized statements at time intervals of _____ [e.g., “every quarter”, “every six months”, “every two weeks”, etc..]</p>
45.1 (e)	<p><u>Consultant’s Accounts</u></p> <p>The accounts are:</p> <p>for foreign currency: _____ [insert account].</p> <p>for local currency: _____ [insert account].</p>

46.1	<p><u>Interest Rate on Delayed Payments</u></p> <p>The interest rate is: _____ [insert penalty].</p>
49.1	<p><u>Dispute Resolutions</u></p> <p><i>[Note: In contracts with foreign consultants, the Fund Member requires that the international commercial arbitration in a neutral venue is used]</i></p> <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators</u>. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> (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 who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) 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, <i>[insert the name of the same professional body as above]</i> 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 (1) 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

	<p>after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, 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 <i>[name the same appointing authority as in said paragraph (b)]</i> 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.</p>
	<p>2. <u>Rules of Procedure</u>. Except as otherwise 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.</p> <p>3. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators</u>. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above 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 <i>[Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) The country of incorporation of the Consultant <i>[Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> or</p>

	<p>(b) The country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) The country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) The country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) Proceedings shall, unless otherwise agreed by the Parties, be held in [<i>select a country which is neither the Client's country nor the Consultant's country</i>];</p> <p>(b) The [<i>type of language</i>] language shall be the official language for all purposes; and</p> <p>(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.</p>

IV. Appendices

Appendix A - Terms of Reference

[Note: This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks that require prior approval by the Client.]

Insert the text based on Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]

If the Services consist of or include the supervision of civil works, the following action that require prior approval of the Client shall be added to the "Reporting Requirements" section of the TORs: Taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required.]

Appendix B - Key Experts

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

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Client's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty- two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]

Appendix C – Remuneration Cost Estimates

1. Monthly rates for the Experts:

[Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none has been made].

2. [When the Consultant has been selected under Quality-Based Selection method, or the Client has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 34 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 44.”

Model Form I

Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

[expressed in _____(insert name of currency)]

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges ¹⁸	Overhead ¹	Subtotal	Profit ¹⁹	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Client's Country									

¹⁸ Expressed as percentage of 1

¹⁹ Expressed as percentage of 4

Appendix D - Reimbursable Expenses Cost Estimates

1. *[Insert the table with the rates for reimbursable expenses. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-4] at the negotiations or state that none has been made.*
2. *All expenditures shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.*

Appendix E - Form of Advance Payment Guarantee

[Note: See Clause GCC 44]

[Guarantor letterhead or SWIFT identifier code]

Bank Guarantee for Advance Payment

_____ *[Guarantor's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[Name and Address of Client]*

Date: _____ *[insert date]*

Advance Payment Guarantee Number: _____

We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract Number _____ *[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 Consultant, we _____ *[name of Guarantor]* hereby irrevocably and unconditionally undertake to pay you any sum or sums not exceeding in total an amount of _____ *[amount in figures]* () *[amount in words]*²⁰ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract because the Consultant 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 Consultant on their account number _____ *[insert]* at _____ *[name and address of relevant bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified

²⁰ 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.

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 Consultant has made full repayment of the amount of the advance payment, or on the _____*[insert number]* day of _____*[insert month]*, *[insert year]*²¹ 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 (URDG) 2010 Revision, ICC Publication Number 758.

[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

²¹ 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, 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."

Appendix F - Code of Conduct (ESHS)

[Note to Client: to be included for supervision of civil works contracts only if applicable]

Lump-Sum Form of Contract

STANDARD FORM OF CONTRACT

Consultant's Services

[Lump-Sum]

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Contract for Consulting Services
Lump-sum

Project Name: _____

Financing No.: _____

Assignment Title: _____

Contract No.: _____

between

[Name of the Client]

and

[Name of the Consultant]

Date: _____

I. Form of Contract

Lump-Sum

[Text in brackets [] is optional; all notes should be deleted in the final text]

This **CONTRACT** (hereinafter called the “Contract”) is made the _____
[number] day of the month of _____ [month], _____ [year], between, on the
one hand, _____ [name of Beneficiary] and, on the other hand,
_____ [name of Consultant] (hereinafter called the “Consultant”).

[**Note:** If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the “Consultant”).]

[**Note:** For each Consultant, add the legal status and country of incorporation as well as address]

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, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) The Client has received [or has applied for] a financing from the Fund toward the cost of the Services and intends to apply a portion of the proceeds of this financing to eligible payments under this Contract, it being understood that (i) payments by the Fund Member will be made only at the request of the Client and upon approval by such Fund Member; (ii) such payments will be subject, in all respects, to the terms and conditions of the financing agreement, including prohibitions of withdrawal from the [loan/grant] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Fund, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Beneficiary shall derive any rights from the [loan/grant] agreement or have any claim to the [loan/grant] 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 (including Attachment 1 “OPEC Fund Policy —Sanctionable Practices);
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payment Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

- 2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Client shall make payments to the Consultant 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 [Name of Client]

[Authorized Representative of the Client—name, title and signature]

For and on behalf of [Name of Consultant or Name of a Joint Venture]

[Authorized Representative of the Consultant—name and signature]

[Note: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant [insert the Name of the Joint Venture]

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

II. General Conditions of Contract

A. GENERAL PROVISSIONS

1. Definitions

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

- (a) **Applicable Guidelines** means the Fund's "Principles for Procurement of Goods, Works and Services (____)" ('Principles') and/or the Procedures for Procurement of Consultant Services dated [____], as the context permits, as required by the Fund Member providing financing to the Beneficiary.
- (b) **Applicable Law** means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.
- (c) **Beneficiary** means the Government, Government agency or other entity that signs the financing agreement with Fund Member.
- (d) **Client** means the executing agency that signs the Contract for the Services with the Selected Consultant.
- (e) **Consultant** refers to a firm (either corporate or otherwise) or other entity or organization primarily engaged in the business of providing specialist advice (including guidance and training) of a predominantly intellectual nature that is selected by the Client to provide the Services under the signed Contract.
- (f) **Contract** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of

Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).

- (g) **Day** means a working day unless indicated otherwise.
- (h) **Effective Date** means the date on which this Contract comes into force and effect pursuant to Clause GCC 12.
- (i) **Experts** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (j) **Foreign Currency** means any currency other than the currency of the Client's country.
- (k) **Fund** means the financier who is financing this contract as **specified in SCC**.
- (l) **GCC** means these General Conditions of Contract.
- (m) **Government** means the government of the Client's country.
- (n) **Joint Venture (JV)** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) **Key Expert(s)** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was considered in the technical evaluation of the Consultant's proposal.
- (p) **Local Currency** means the currency of the Client's country.
- (q) **Non-Key Expert(s)** means an individual professional provided by the Consultant or its Sub-

consultant to perform the Services or any part thereof under the Contract.

- (r) **Party** means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (s) **SCC** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) **Services** means the work to be performed by the Consultant pursuant to this Contract.
- (u) **Sub-consultants** means an entity to whom/which the Consultant subcontracts any part of the Services related to consultant work while remaining solely liable for the execution of the Contract.
- (v) **Sub-contractors** means an entity to whom/which the Consultant subcontracts any part of the Services related to work other than consultant work while remaining solely liable for the execution of the Contract.
- (w) **Third Party** means any person or entity other than the Government, the Client, the Consultant, a Sub-consultant, or a Sub-contractor

2. Relationship between the Parties

2.1 Noting contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

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

4. Language

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

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| 5. Headings | 5.1 This headings shall not limit, alter or affect the meaning of this Contract. |
| 6. Communications | <p>6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. 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 SCC.</p> <p>6.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.</p> |
| 7. Location | 7.1 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. |
| 8. Authority of Member in Charge | 8.1 In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC 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. |
| 9. Authorized Representative | 9.1 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 SCC . |
| 10. Sanctionable Practices | 10.1 The Fund Member requires compliance with its Anti-Corruption Procedures including guidelines on Procurement Integrity and Attachment 1 to the GCC. |
| a. Commissions and Fees | 10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party 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 or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such |

commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Fund.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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| 11. Effectiveness of Contract | 11.1 The Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met. |
| 12. Termination of Contract for Failure to Become Effective | 12.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC , either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| 13. Commencement of Service | 13.1 The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC . |
| 14. Expiration of Contract | 14.1 Unless terminated earlier pursuant to Clause GCC 20 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC . |
| 15. Entire Agreement | 15.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. |
| 16. Modification or variations | 16.1 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. |

- 16.2 In case of substantial modifications or variations, the prior written consent of the Fund Member is required.

17. Force Majeure

a. Definition

17.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contact

17.4 The failure of a Party to fulfil any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measure to be Taken

17.5 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar

days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7 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.

17.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

(b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 45 & 46.

18. Suspension

18.1 The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1 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. In such an occurrence the Client shall give at least thirty

(30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) if the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 19;
- (b) if the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 46;
- (d) 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) calendar 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 confirm availability of Key Experts as required in Clause GCC 14.

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in any sanctionable practice, as defined in Attachment 1 to the GCC, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant,

terminate the Consultant's employment under the Contract.

**b. By the
Consultant**

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

(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 GCC 46 within forty-five (45) calendar 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) calendar days.

(c) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 46.

(d) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**c. Cessation of
Rights and
Obligation**

19.1.4 upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 31, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 34, and (iv) any right which a Party may have under the Applicable Law.

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| d. Cessation of Services | 19.1.5 | upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 20(a)(i) or GCC 20(a)(ii), the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 36 or GCC 38. |
| e. Payment upon Termination | 19.1.6 | <p>Upon termination of this Contract, the Client shall make the following payments to the Consultant:</p> <p>(a) payment for Services satisfactorily performed prior to the effective date of termination; and</p> <p>(b) the case of termination pursuant to Clause GCC 20(a)(iv) or (v), reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.</p> |

C. OBLIGATION OF THE CONSULTANT

20. General

- | | | |
|----------------------------|------|--|
| a. Standard of Performance | 20.1 | The Consultant shall perform the Services and carry out the Services 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 a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties. |
|----------------------------|------|--|

- 20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.
- b. Law Applicable to Services**
- 20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when:
- (a) as a matter of law or official regulations, the Beneficiary's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
- 21. Conflict of Interest**
- 21.1 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.
- a. Consultant Not to Benefit from Commissions, Discounts, etc.**
- 21.1.1 The payment of the Consultant pursuant to GCC 44 shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 28, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well

as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Fund Member's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 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 non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

c. Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. Confidentiality

22.1 Except with the prior written consent of the Client, the Consultant and the Experts 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 Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. Liability of the Consultant	23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
24. Insurance to be taken out by the Consultant	24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (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 specified in the SCC , and (ii) 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 therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 14.
25. Accounting, Inspection and Auditing	<p>25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.</p> <p>25.2 The Consultant shall permit and shall cause its Sub-consultants and its Sub-contractors to permit, the Fund and/or persons appointed by the Fund to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Fund, if requested by the Fund. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of Fund's inspection and audit rights constitute a sanctionable practice subject to contract termination (as well as to a determination of ineligibility under the Fund's prevailing sanctions procedures).</p>
26. Reporting Obligations	26.1 The Consultant shall submit to the Client the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.
27. Proprietary Rights of the Client in	27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services

Reports and Records

shall be confidential and become and remain the absolute property of the Client. 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. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be **specified in the SCC**.

28. Equipment, Vehicles and Materials

28.1 Equipment, license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

29.2 If **required in the SCC**, the Consultants shall ensure that at all times during the Consultants' performance of the Services in the Beneficiary's country a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

30. Replacement of Key Experts

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. Removal of Experts or Sub-consultants

31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of Sub-consultant have engaged in any sanctionable practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the relevant reasons, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATION OF THE CLIENT

32. Assistance and Exemptions

32.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:

- (a) assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits, and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (f) assist the Consultant, any Sub-consultants and the Experts or either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) provide to the Consultant any such other assistance as may be **specified in the SCC**.

- 33. Access to Project Site**
- 33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the wilful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.
- 34. Change in the Applicable Law Related to Taxes and Duties**
- 34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country 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 hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 44.
- 35. Services, Facilities and Property of the Client**
- 35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.
- 36. Counterpart Personnel**
- 36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix A.
- 36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

37. **Payment Obligation**
- 37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCC F below.

F. PAYMENT TO THE CONSTANT

38. **Contract Price**
- 38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix C.
- 38.2 Any change to the Contract price specified can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A.
39. **Taxes and Duties**
- 39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.
- 39.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
40. **Currency of payment**
- 40.1 Any payment under this Contract shall be made in the currency(ies) **specified in the SCC**.
41. **Mode of Billing and Payment**
- 41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 44
- 41.2 The payments under this Contract shall be made in lump-sum instalments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the SCC.
- 41.2.1 Advance Payment. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has

been fully set off, and (ii) is to be in the form set forth in Appendix D, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum instalments specified in the SCC until said advance payments have been fully set off.

41.2.2 *The Lump-Sum Instalment Payment.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum instalment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 *The Final Payment.* The final payment under this Clause shall be made only after the final report shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum instalments shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services and/or the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.4 All payments under this Contract shall be made to the accounts of the Consultant **specified in the SCC.**

41.2.5 With the exception of the final payment under (v) above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

**42. Interest on
Delayed Payment**

42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 44, a penalty shall be paid to the Consultant on any amount due by, and not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. FAIRNESS AND GOOD FAITH

43. Good Faith

43.1 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.

43.2 The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GCC 46 hereof.

H. SETTLEMENT OF DISPUTE

**44. Amicable
Settlement**

44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45(1) shall apply.

**45. Dispute
Resolution**

45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

46. Eligibility

46.1 Compliance with the Fund Member's eligibility policy is required throughout the Contract's execution

II. General Conditions of Contract

(Attachment 1: Fund's Policy – Corrupt and Fraudulent Practices)

[Text in this Attachment 1 shall not be modified]

1. Purpose

- 1.1 The Anti-Corruption Procedures including Guidelines on Procurement Integrity and this annex apply with respect to procurement under the Fund's Project Financing operations.

2. Requirements

- 2.1 The Fund requires that Beneficiaries as well as firms, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, and any personnel, observe the highest standard of ethics during the selection and execution of Fund financed contracts²². In pursuance of this policy, the requirements of Fund's *Anti-Corruption Guidelines on Preventing and Combating Fraud and Corruption in Fund Financed Projects* and sanctions procedures shall be observed at all times.

2.2 To this end, the Fund:

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

- (i) **Corrupt Practice** is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) **Fraudulent Practice** is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- (iii) **Collusive Practice** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) **Coercive Practice** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

²² In this context, any action taken by a Contractor or Consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.

- (v) **Obstructive Practice** is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation; or making false statements to investigators in order to materially impede the Fund investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or an acts intended to materially impede the exercise of the Fund's inspection and audit rights provided for under sub-paragraph (e) below.
- (b) Reject a proposal for award if the Fund determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis-procurement, if the Fund determines, at any time, that representatives of the Beneficiary or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Beneficiary having taken timely and appropriate action satisfactory to the Fund to address such practices when they occur, including by failing to inform the Fund in a timely manner at the time they knew of the practices;
- (d) Pursuant to the Fund's *Sanction policy and related Procedures* any firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from the Fund-financed contract, financially or in any other manner;²³ (ii) to be a nominated²⁴ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded Fund-financed contract; and (iii) to receive the proceeds of any loan made by the Fund or otherwise to participate further in the preparation or implementation of any Fund-financed project;

²³ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

²⁴ A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

- (e) Requires that a clause be included in request for proposals documents and in contracts financed by the Fund, requiring (i) bidders (applicants/proposers), consultants, contractor, supplier, agents, personnel, permit the Fund to inspect²⁵ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Fund.

²⁵ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information

III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clauses	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (b) and 3.1	<p><u>Applicable Law</u></p> <p>The Contract shall be construed in accordance with the law of _____ [insert country name].</p> <p>[Note: Fund Member-financed contracts normally designate the law of the [Government's/Client's] country as the law governing the contract. However, the Parties may designate the law of another country, in which case the name of the respective country should be inserted, and the square brackets should be removed.]</p>
1 (k)	<p><u>Name of the Financier</u></p> <p>Name of the Fund: _____ <i>[insert name of the fund who is providing financing for this contract]</i></p>
4.1	<p><u>Language</u></p> <p>The language is: _____ [insert the language].</p> <p>[Note: Arabic or English or any other language approved by the Fund Member]</p>
6.1 and 6.2	<p><u>Contact Details</u></p> <p>The addresses are:</p> <p>Client: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail (where permitted): _____</p>

	<p>Consultant: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail (where permitted): _____</p> <p>Notice will be deemed to be effective as follows:</p> <p>(a) in the case of personal delivery or registered mail, on delivery;</p> <p>(b) In the case of Emails, _____ [written hours] ([numerical hours]) hours following confirmed transmission</p>
8.1	<p><u>Lead JV Member</u></p> <p>[Note: If the Consultant consists only of one entity, state "N/A";</p> <p>OR</p> <p>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC 6 should be inserted here].</p> <p>The Lead Member on behalf of the JV is _____ [insert name of the member]</p>
9.1	<p><u>Authorized Representatives</u></p> <p>The Authorized Representatives are:</p> <p>For the Client: _____ [name, title]</p> <p>For the Consultant: _____ [name, title]</p>
11.1	<p><u>Conditions of Effectiveness of Contract</u></p> <p>[Note: If there are no effectiveness conditions, state "N/A"]</p> <p>OR</p>

	<p>List here any conditions of effectiveness of the Contract, e.g., approval of the Contract by the Fund Member, effectiveness of the Fund Member financing, receipt by the Consultant of an advance payment, and by the Client of an advance payment guarantee (see SCC 44]</p> <p>The effectiveness conditions are the following: _____ [insert "N/A" or list the conditions]</p>
12.1	<p><u>Termination of Contract for Failure to Become Effective</u></p> <p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be _____ [insert time period, e.g.: four months].</p>
13.1	<p><u>Commencement of Services</u></p> <p>The number of days shall be _____ [e.g., ten].</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p><u>Contract Period</u></p> <p>Expiration of Contract:</p> <p>The time period shall be _____ [insert time period, e.g., twelve months].</p>
21 b.	<p><u>Conflict</u></p> <p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in GCC Clause 21.1.3</p> <p>Yes _____ No _____</p>
23.1	<p><u>Consultant's Liability</u></p>

	<p>No additional provisions.</p> <p>OR</p> <p>The following limitation of the Consultant's Liability towards the Client can subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) For any indirect or consequential loss or damage; and</p> <p>(ii) For any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the [insert "Applicable Law", if it is the law of the Client's country, or insert "applicable law in the Client's country", if the Applicable Law stated in SCC 1 is different from the law of the Client's country].</p> <p><i>[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Fund Member prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Fund Member's policy on this matter which is as follows:</i></p>
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	<p>To be acceptable to the Fund, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and [reimbursable expenses]. <u><i>A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to Fund.</i></u> Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.</p> <p>The Fund does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country].</p>
24.1	<p><u>Insurance Coverage</u></p> <p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Note: Delete what is not applicable except (a)].</i></p> <ul style="list-style-type: none"> (a) Professional liability insurance, with a minimum coverage of _____ [insert amount and currency which should be not less than the total ceiling amount of the Contract]; (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of [insert amount and currency or state "in accordance with the applicable law in the Client's country"]; (c) Third Party liability insurance, with a minimum coverage of [insert amount and currency or state "in accordance with the applicable law in the Client's country"]; (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable

	<p>law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(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.</p>
27.1	<p><u>Exception to Proprietary Rights</u></p> <p>[Note: If applicable, insert any exceptions to proprietary rights provision_____]</p>
27.2	<p><u>Future use of Documents</u></p> <p><i>[Note: If there is to be no restriction on the future use of these documents by either Party, this SCC 36 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p>[The Consultant shall not use these _____ [insert what applies documents and software] for purposes unrelated to this Contract without the prior written approval of the Client].</p> <p>OR</p> <p>[The Client shall not use these _____ <i>[insert what applies documents and software]</i> for purposes unrelated to this Contract without the prior written approval of the Consultant].</p> <p>OR</p> <p><i>[Neither Party shall use these _____ [insert what applies documents and software] for purposes unrelated to this Contract without the prior written approval of the other Party].</i></p>
29.2	<p><u>Resident Project Manager</u></p> <p>[Note: If there is a resident project manager, state here: "The person designated as resident project manager in Appendix C</p>

	shall serve in that capacity, as specified in Clause GCC.” If there is no such manager, delete this SCC 29.2 from the SCC.]
32.1 (a) through (e)	<p><u>Assistance and Exemptions</u></p> <p>[Note: List here any changes or additions to Clause GCC 32.1. If there are no such changes or additions, delete this SCC 32.1].</p>
32.1 (f)	<p><u>Other Assistance to be Provided by the Client</u></p> <p>[Note: List here any other assistance to be provided by the Client under GCC Clause 32 (f). If there is no such other assistance, delete this SCC 32.1.]</p>
38.1	<p><u>Currency Ceilings</u></p> <p>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable] [indicate: inclusive or exclusive] of local indirect taxes.</i></p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall [insert as appropriate: “be paid” or “reimbursed”] by the Client [insert as appropriate: “for” or “to”] the Consultant.</p> <p>The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal].</i></p>
39.1 and 39.2	<p><u>Taxes and Duties</u></p> <p>[Note: The Fund leaves it to the Client to decide whether the Consultant (i) should be exempted from indirect local tax, or (ii) should be reimbursed by the Client for any such tax they might have to pay (or that the Client would pay such tax on behalf of the Consultant]</p> <p>The Client warrants that [choose one applicable option consistent with the ITC 16 and the outcome of the Contract’s negotiations (Form FIN-2, part B “Indirect Local Tax—Estimates”):</p>

	<p>If ITC16 indicates a tax exemption status, include the following: “the Consultant, the Sub-consultants and the Experts shall be exempt from”</p> <p>OR</p> <p>If ITC16 does not indicate the exemption and, depending on whether the Client shall pay the withholding tax or the Consultant has to pay, include the following:</p> <p>“the Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts,” OR “the Client shall reimburse the Consultant, the Sub-consultants and the Experts”]</p> <p>any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client’s country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <ul style="list-style-type: none"> (a) Any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client’s country), in connection with the carrying out of the Services; (b) Any equipment, materials and supplies brought into the Client’s country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them; (c) Any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client; (d) Any property brought into the Client’s country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client’s country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client’s country, provided that: <ul style="list-style-type: none"> (i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client’s country in importing property into the Client’s country; and
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	<p>(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</p> <p>For the avoidance of any doubts, the Fund financing does not cover the payment of any taxes, duties, fees, levies or any imposition of similar nature.</p>
40.1	<p><u>Currency of Payments</u></p> <p>The currency(ies) of the payment shall be the following: <i>[list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2]</i></p>
41.2	<p><u>Payment Modalities</u></p> <p>The payment schedule:</p> <p><i>[Note: Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i></p> <p>1st payment: _____ [insert the amount of the installment, percentage of the total Contract price, and the currency. If the first payment is an advance payment, it shall be made against the advance payment guarantee for the same amount as per GCC 44 (a)(iv)(c).]</p> <p>2nd payment: _____</p> <p>Interim payment: _____</p> <p>Final payment: _____</p> <p><i>[Note: Total sum of all installments shall not exceed the Contract price set up in SCC 38.1].</i></p>

41.2.1	<p><u>Advance Payments</u></p> <p><i>[Note: The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance payment guarantee should be in the same currency(ies)]</i></p> <p>The following provisions shall apply to the advance payment and the advance payment guarantee:</p> <ol style="list-style-type: none"> (1) An advance payment [of [insert amount] in foreign currency] [and of [insert amount] in local currency] shall be made within [insert number] days after the receipt of an advance payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against [list the payments against which the advance is offset]. (2) The advance payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment. (3) The Fund Member guarantee will be released when the advance payment has been fully set off.
41.2.4	<p><u>Consultant's Accounts</u></p> <p>The accounts are:</p> <p>for foreign currency: _____ <i>[insert account]</i>.</p> <p>for local currency: _____ <i>[insert account]</i>.</p>
42.1	<p><u>Interest Rate on Delayed Payments</u></p> <p>The interest rate is: _____ <i>[insert penalty]</i>.</p>
45.1	<p><u>Dispute Resolutions</u></p> <p><i>[Note: In contracts with foreign consultants, the Fund requires that the international commercial arbitration in a neutral venue is used].</i></p>

Disputes shall be settled by arbitration in accordance with the following provisions:

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 (3) arbitrators, in accordance with the following provisions:
 - (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 who initiated the proceedings, either Party may apply to [name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland] for a list of not fewer than five (5) 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.
 - (b) If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *[insert the name of the same professional body as above]* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
 - (c) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) 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 (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]*.

	<p>(d) If, in a dispute subject to paragraph (b) above, 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 [name the same appointing authority as in said paragraph (b)] 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.</p> <p>2. <u>Rules of Procedure.</u> Except as otherwise 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.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above 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 <i>[Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) The country of incorporation of the Consultant <i>[Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> or</p> <p>(b) The country in which the Consultant's <i>[or any of their members' or Parties']</i> principal place of business is located; or</p> <p>(c) The country of nationality of a majority of the Consultant's <i>[or of any members' or Parties']</i> shareholders; or</p> <p>(d) The country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
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	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> (a) Proceedings shall, unless otherwise agreed by the Parties, be held in [select a country which is neither the Client's country nor the Consultant's country]; (b) The [<i>type of language</i>] 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.
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IV. Appendices

APPENDIX A - TERMS OF REFERENCE

[Note: This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the *RFP* and modified based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 7 of the *RFP*]

APPENDIX B - KEY EXPERTS

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

APPENDIX C - BREAKDOWN OF CONTRACT PRICE

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]

When the Consultant has been selected under Quality-Based Selection method, also add the following:

"The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the *RFP* "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Client prior to the Contract's negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 34 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the

Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 47(b) of this Contract.”]

Model Form I

Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

[Expressed in _____ (insert name of currency)]

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges ²⁶	Overhead ¹	Subtotal	Profit ²⁷	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Client's Country									

(Signature)

(Date)

Name and Title: _____

²⁶ Expressed as percentage of 1

²⁷ Expressed as percentage of 4

APPENDIX D - FORM OF ADVANCE PAYMENT GUARANTEE

[Note: See Clause GCC 44 (a)(iv)(c) and SCC 20]

Guarantee for Advance Payment

Guarantor: _____ *[Fund Member's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[Name and Address of Client]*

Date: _____ *[insert date]*

ADVANCE PAYMENT GUARANTEE No.: _____ *[insert number]*

We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract Number _____ *[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 Consultant, we, as Guarantor, hereby irrevocably and unconditionally undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* *[amount in words]*²⁸ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract because the Consultant 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 Consultant in their account number _____ *[insert number]* at *[name and address of the Fund Member]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant 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 Consultant has made full repayment of the amount of the advance

²⁸ 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.

payment, or on the _____ day of _____, 2____,²⁹ 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 (URDG) 2010 Revision, ICC Publication Number 758.

[signature(s)]

[Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product].

²⁹ 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, 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."

PART III

Section 9. Notification of Intention to Award and Beneficial Ownership Forms

Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Consultant whose Financial Proposal was opened. Send this Notification to the authorized representative of the Consultant].

For the attention of Consultant's authorized representative

Name: _____ *[insert authorized representative's name]*

Address: _____ *[insert authorized representative's address]*

Telephone No.: _____ *[insert authorized representative's telephone numbers]*

Email Address: _____ *[insert authorized representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to all Consultants. The Notification must be sent to all Consultants simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award

Client: _____ *[insert the name of the Client]*

Contract title: _____ *[insert the name of the contract]*

Country: _____ *[insert country where RFP is issued]*

Loan /Grant No.: _____ *[insert reference number for loan/grant]*

RFP No: _____ *[insert RFP reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Proposal, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Consultant

Name: _____ *[insert name of successful Consultant]*

Address: _____ *[insert address of the successful Consultant]*

Contract Price: _____ *[insert contract price of the successful Consultant]*

2. Short-listed Consultants *[INSTRUCTIONS: insert names of all short listed Consultants and indicate which Consultants submitted Proposals. Where the selection method requires it, state the price offered by each Consultant as read out, and as evaluated. Include overall technical scores and scores assigned for each criterion and sub-criterion. Select Full Technical Proposal (FTP) or Simplified Technical Proposal (STP) in the last column below].*

Name of Consultant	Submitted Proposal	Overall technical scores [us for FTP]	Overall technical scores [use for STP]	Financial Proposal Price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and raking (if applicable)
[insert name]	[Yes/No]	<p>Criterion (i): <i>[insert score]</i></p> <p>Criterion (ii): <i>[insert score]</i></p> <p>Criterion (iii): <i>[insert score]</i></p> <p><u>Sub-criterion a:</u></p> <p>1: <i>[insert score]</i></p> <p>2: <i>[insert score]</i></p> <p><u>Sub-criterion b:</u></p> <p>1: <i>[insert score]</i></p> <p>2: <i>[insert score]</i></p> <p><u>Sub-criterion</u></p> <p>Criterion (iv): <i>[insert score]</i></p> <p>Criterion (v): <i>[insert score]</i></p> <p>Total score: <i>[insert score]</i></p>	<p>Criterion (i): <i>[insert score]</i></p> <p>Criterion (ii): <i>[insert score]</i></p> <p><u>Sub-criterion a:</u></p> <p>1: <i>[insert score]</i></p> <p>2: <i>[insert score]</i></p> <p><u>Sub-criterion b:</u></p> <p>1: <i>[insert score]</i></p> <p>2: <i>[insert score]</i></p> <p><u>Sub-criterion c:</u></p> <p>1: <i>[insert score]</i></p> <p>2: <i>[insert score]</i></p> <p>Total score: <i>[insert score]</i></p>	[proposal price]	[evaluated price]	<p><u>Combined Score:</u> <i>[insert score]</i></p> <p><u>Ranking:</u> 2: <i>[insert]</i></p>

3. Reason/s why your Proposal was unsuccessful [Delete if the combined score already reveals the reason]

Instructions: State the reason/s why this Consultant's Proposal was unsuccessful. Do NOT include: (a) a point by point comparison with another Consultant's Proposal or (b) information that is marked confidential by the Consultant in its Proposal.

4. How to request a debriefing [This applies only if your proposal was unsuccessful as stated under point (3) above]

Deadline: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:

Attention: _____ *[insert full name of person, if applicable]*

Title/position: _____ *[insert title/position]*

Agency: _____ *[insert name of Client]*

Email address: _____ *[insert email address]*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

Deadline: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, _____ *[insert date]* _____ (local time).

Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:

Attention: _____ *[insert full name of person, if applicable]*

Title/position: _____ *[insert title/position]*

Agency: _____ *[insert name of Client]*

Email address: _____ *[insert email address]*

[At this point in the procurement process] [Upon receipt of this notification] you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the "[Principles for Procurement of Goods, Works, and Services \[\(paragraph L\) \('the Principles'\)\] and Procedures for Procurement of Consulting Services, \(paragraph I\) \('the Procedures'\)\]](#)".

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Consultant who has submitted a Proposal in this selection process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.

You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

Deadline: The Standstill Period is due to end at midnight on _____ *[insert date]* _____ (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of _____ *[insert the name of the Client]:*

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Beneficial Ownership Disclosure Form

Instructions to Consultants: Delete this Box once you have completed the form

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Consultant. In case of joint venture, the Consultant must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Consultant is any natural person who ultimately owns or controls the Consultant by meeting one or more of the following conditions:

- directly or indirectly holding 25% or more of the shares*
- directly or indirectly holding 25% or more of the voting rights*
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant*

Request for Proposal reference No.: _____ [insert identification no]

Name of the Assignment: _____ [insert name of the assignment]

To: _____ [insert complete name of Client]

In response to your notification of award dated _____ [insert date of notification of award] to furnish additional information on beneficial ownership: _____ [select one option as applicable and delete the options that are not applicable]

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant

			(Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

- (ii) we declare that there is no Beneficial Owner meeting one or more of the following conditions:
- directly or indirectly holding 25% or more of the shares
 - directly or indirectly holding 25% or more of the voting rights
 - directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant

OR

- (iii) we declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. *[If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]*
- directly or indirectly holding 25% or more of the shares
 - directly or indirectly holding 25% or more of the voting rights
 - directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant]"

Name of the Consultant³⁰: _____ *[insert complete name of the Consultant]*

Name of the person duly authorized to sign the Proposal on behalf of the Consultant³¹: _____ *[insert complete name of person duly authorized to sign the Proposal]*

³⁰ In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Consultant. In the event that the Consultant is a joint venture, each reference to "Consultant" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

³¹ Person signing the Proposal shall have the power of attorney given by the Consultant. The power of attorney shall be attached with the Proposal Schedules.

Title of the person signing the Proposal: _____ *[insert complete title of the person signing the Proposal]*

Signature of the person named above: _____ *[insert signature of person whose name and capacity are shown above]*

Date signed _____ *[insert date of signing]* day of _____ *[insert month]*,
[insert year]