
Request for Proposals Consulting Services

**Consultant's Qualification- based or Direct Selection
methods**

**For Procurement under COVID-19 Emergency Response
Operations**

November 2020

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Revisions

November 2020

This revision includes provisions to reiterate eligibility, including conflict of interest. A few other editorial enhancements have also been made.

Preface

This document has been prepared for use in contracts financed by the International Bank for Reconstruction and Development (IBRD) and the International Development Association (IDA).¹

This streamlined document is intended for use in requesting proposals and concluding a contract with a consulting firm selected under (i) **Consultant's Qualification-based** or (ii) **Direct Selection methods under COVID-19 Emergency Response Operations**.

Recognizing the characteristics of emergency procurement, this streamlined procurement document has relevant features that should enable its use for contract amounts, as agreed with the Bank, that exceed the normal thresholds for Consultant's Qualification-based Selection.

Even if aspects such as conflict of interest and eligibility of the single firm, in accordance with the Procurement Regulations for IPF Borrowers, must be confirmed by Borrowers when deciding to invite the firm to submit its proposal, the November 2020 version further reiterates these aspects in the Invitation for Proposal.

To obtain further information on procurement under World Bank funded projects or for question regarding the use of this SPD, contact:

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¹ IBRD and IDA are generally called the World Bank. Since the procurement requirements for IBRD and IDA are identical, "World Bank" in this SPD refers to both IBRD and IDA, and "loan" refers to either an IBRD loan or an IDA credit.

Request for Proposals Consulting Services

Procurement of:

[insert identification of the Consulting Services]

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

Consulting Services for: *[insert assignment title]*

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

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

Issued on: *[insert date when RFP is issued]*

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Invitation for Proposal

Ref No.: _____

Date: _____

To: _____ [*insert Consultant's name*]

Dear [*insert name of Consultant's representative*]:

1. The [*insert name of Borrower/Beneficiary/Recipient*] [*has received/has applied for*] financing from the World Bank (Bank) toward the cost of the [*insert name of project or grant*] and intends to apply part of the proceeds toward payments under the contract for [*insert title of contract*].
2. The [*insert name of the Client*] now invites your Proposal to provide the following consulting services (hereinafter called "Services"): [*insert name of consulting services assignment*]. More details on the Services are provided in **Annex 1- Terms of Reference**.

Fraud and Corruption

3. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in the attachment to the Contract Conditions (Attachment 1).
4. In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank 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 Bank.

Eligibility

5. The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.
6. 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 by the Bank in the applicable Procurement Regulations.
7. As an exception to the foregoing Para. 5 and 6 above:

- 7.1 A Consultant that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in the attachment to the Contract Conditions (Attachment 1), paragraph 2.2 d., shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. A list of debarred firms and individuals is available on the Bank's external website: <http://www.worldbank.org/debarr>.
- 7.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in para. 7.3 below and:
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank 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 Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 7.3 In reference to paras. 7.3, for the information of Consultants, at the present time firms, goods and services from the following countries are excluded from this procurement process:
- (a) Under para. 7.3 (a): *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*.
 - (b) Under para. 7.3 (b): *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*
- 7.4 State-owned enterprises or institutions in the Borrower's country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.
- 7.5 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:
- (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and
 - (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

Conflict of Interest

8. The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
9. 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 Bank.
10. Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:
 - 10.1 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.
 - 10.2 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.
 - 10.3 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 Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's 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 Bank throughout the selection process and the execution of the Contract.

Validity of Proposal

11. The validity of your Proposal shall not be less than *[insert number of days]* from the date of submission of the Proposals.

Proposal

12. The Technical and Financial Proposals shall be prepared using the forms provided in Annex 2.

13. [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].*

[If there is no tax exemption in the Client’s country, insert the following:

“Information on the Consultant’s tax obligations in the Client’s country can be found *[insert reference to the appropriate official source]*

14. The Financial Proposal shall not be adjusted for foreign and/or local inflation during the execution of the contract.
15. You may propose your price in a freely convertible foreign currency of your choice in addition to the currency of the Client’s Country (for any local costs as applicable).

Clarifications

16. Any clarification request regarding this invitation may be sent in writing to *[insert: name and email address of Client’s representative]* before *[insert date and time]*.

Submission of Proposals

17. Please submit your Proposal within *[number of days; this may even be the same day if, given the emergency, negotiations to conclude a contract have commenced]* using the forms attached in Annex 2 and *[insert applicable quickest method e.g. by email, through e-procurement system]*.
18. The address for submission of Proposal is:

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

E-mail address: : or link to e-procurement system

Evaluation of Technical Proposal

19. The technical proposal shall be evaluated to assess adequacy of the following:
- quality of the proposed methodology, and work plan in responding to the Terms of Reference; and
 - Key Experts’ qualifications and competence for the Assignment *[include the key positions to be evaluated such as team leader]*
 - *[add other relevant criteria, if any]*

Evaluation of Financial Proposal

20. The financial proposal shall be evaluated to review that the Consultant has adequately priced the technical proposal.

Contract negotiations and award of contract

21. The award of contract will be subject to the satisfactory conclusion of negotiations. *[in light of the circumstances, any negotiation is expected to be virtual]*
22. The Client shall publish a contract award notice on its website with free access, if available, or in a newspaper of national circulation or UNDB online, within 15 days after award of contract. The information shall include the name of the successful Consultant, the Contract Price, the Contract duration and summary of its scope.

Commencement of the Services:

23. The Services are expected to be commenced on _____ *[insert day, month and year]* at _____ *[insert location as applicable]*.

On behalf of the Client:

Signature:

Name:

Title/position:

Attachments:

Annex 1: Terms of Reference

Annex 2: Proposal Submission Form and attachments

Annex 3: Contract Forms

ANNEX 1: Terms of Reference

1. **Background** _____
2. **Objective(s) of the Assignment** _____
3. **Scope of Services, Tasks (Components) and Expected Deliverables**
 - 3.1 _____
 - 3.2 _____
 - 3.3 [*specify any applicable Environmental and Social requirements to be included in the scope of services*]
4. **Team Composition & Qualification Requirements for the Key Experts** [specify; among Key Experts, include as applicable, environmental and/or social Key experts (e.g. on health, safety, sexual exploitation and abuse),]
5. **Reporting Requirements and Time Schedule for Deliverables**
[At a minimum, list the following:
 - (a) format, frequency, and contents of reports;
 - (b) number of copies, and requirements to electronic submission;
 - (c) dates of submission;
 - (d) persons (indicate names, titles, submission address) to receive them; etc.
 [*Include periodic and immediate reporting requirements on environmental and social aspects, depending on the nature of the assignment and assessed environmental and social risks*]
6. **Client's Input and Counterpart Personnel**
 - (a) Services, facilities and property to be made available to the Consultant by the Client:
_____ [list/specify, if any]
 - (b) Professional and support counterpart personnel to be assigned by the Client to the Consultant's team: _____ [list/specify, if any]
7. _____

ANNEX 2: Proposal Submission Form

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Invitation for Proposal (RFP) dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal 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 as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

Our 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 the Invitation for Proposal. 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.

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 the Bank.
- (b) Our Proposal shall be valid and remain binding upon us, subject to any modifications resulting from Contract negotiations, until *[insert day, month and year]*.
- (c) We have no conflict of interest in accordance with the Invitation for Proposal.
- (d) We meet the eligibility requirements and we confirm our understanding of our obligation to abide by the Bank's policy in regard to Fraud and Corruption, as stated in the Invitation for Proposal.
- (e) We, along with 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 a debarment imposed

by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client's country laws or official regulations or pursuant to a decision of the United Nations Security Council;

- (f) We undertake to negotiate a Contract on the basis of the proposed Key Experts.

Commissions and gratuities paid or to be paid by us to an agent or any third 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 Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the expected commencement date specified in the Invitation for Proposal.

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

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative) *{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/fax: *{insert the authorized representative's phone and fax number, if applicable}*

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}

ATTACHMENTS:

1. Description of Approach, Methodology, and Work Plan for Performing the Assignment
2. Work Schedule and planning for deliverables
3. Team Composition, Assignment, and Key Experts' inputs
4. CVs

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

{Suggested structure of your Technical Proposal}

- 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)**
{Your suggestions should be concise and to the point, 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.}

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (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:.....}													

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

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable										Total time-input (in Months)		
		Position	[Home]	D-1	D-2	D-3	D-...	[Field]	Home	Field	Total		
KEY EXPERTS														
K-1		[Team Leader]	[Home]	[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]											
N-2														
n														

N°	Name	Expert's input (in person/month) per each Deliverable										Total time-input (in Months)			
		Position		D-1		D-2		D-3		D-...			Home	Field
										Subtotal					
										Total					

- 1 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.
- 2 “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

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
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 2015-present]</i>	<i>[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....;]</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 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, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{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)

SUMMARY OF COSTS

Item	Cost	
	<i>{Delete columns which are not used}</i>	
	<i>{Insert Foreign Currency as applicable}</i>	<i>{Insert Local Currency as applicable}</i>
Cost of the Financial Proposal		
Including:		
(1) Remuneration		
(2) Reimbursables		
<u>Total Cost of the Financial Proposal:</u> <i>{Should match the amount in the Proposal Submission Form}</i>		
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 }		
<u>Total Estimate for Indirect Local Tax:</u>		

BREAKDOWN OF REMUNERATION

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.

No.	Name	Position	Person-month Remuneration Rate	Time Input in Person/Month	Foreign Currency	Local Currency
Key Experts						
K-1			[Home]			
			[Field]			
K-2						
Non-Key Experts						
N-1			[Home]			
N-2			[Field]			
Total Costs						

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. 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.
- 1.3. 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:

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

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.

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: _____

Consultant’s Representations Regarding Costs and Charges

(Model Form I)

(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 ¹	Overhead ¹	Subtotal	Profit ²	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									

{* If more than one currency is used, use additional table(s), one for each currency }

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

N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Foreign Currency, if used}	{Local Currency, if used }
___	{ e.g., Per diem allowances* }	{Day}		_____		
___	{ e.g., International flights }	{Ticket}		_____		
___	{ e.g., In/out airport transportation }	{Trip}				
	{ e.g., Communication costs between Insert place and Insert place }				_____	
	{ e.g., reproduction of reports }				_____	
	{ e.g., Office rent }				_____	
				_____	
	{Training of the Client's personnel – if required in TOR }				_____	
Total Costs						

* “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.

ANNEX 3: Condition of Contract and Contract Forms

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CONTRACT FOR CONSULTING SERVICES

Project Name _____

[Loan/Credit/Grant] No. _____

Contract No. _____

Assignment Title: _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated:

I. Form of Contract

Insert type of contract either “LUMP-SUM” or “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 Client or Recipient] (hereinafter called the “Client”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

[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”).]

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 loan [or credit or grant] from the [insert as relevant, International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA)]: toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/credit/grant] to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/financing/grant] agreement, including prohibitions of withdrawal from the [loan/credit/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 Bank, 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 Client shall derive any rights from the [loan/financing/grant] agreement or have any claim to the [loan/credit/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 Conditions of Contract (including Attachment 1 “Fraud and Corruption”);
 - (b) Appendices:
 - Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: *[For Lump-Sum contracts insert: “Breakdown of Contract Price”; For Time-Based contracts, insert: “Remuneration Cost Estimates; and Reimbursable Expenses Cost Estimates]*

Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the 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.

[To facilitate this emergency procurement, if acceptable to the Client and the Consultant, electronic signature of the Contract Agreement such as using DocuSign is recommended.]

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]

[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. 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 Law”** means the laws and any other instruments having the force of law **as specified in CC 2.1**, as they may be issued and in force from time to time.
 - (b) **“Bank”** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
 - (c) **“Borrower”** means the Government, Government agency or other entity that signs the financing agreement with the Bank.
 - (d) **“CC”** means these Conditions of Contract.
 - (e) **“Client”** means the implementing agency that signs the Contract for the Services with the Selected Consultant.
 - (f) **“Client’s Personnel”** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client’s obligations under the Contract; and any other personnel identified as Client’s Personnel, by a notice from the Client to the Consultant.
 - (g) **“Consultant”** means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - (h) **“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.
 - (i) **“Day”** means a working day unless indicated otherwise.
 - (j) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to **CC 2.1**.
 - (k) **“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.
 - (l) **“Foreign Currency”** means any currency other than the currency of the Client’s country.
 - (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) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (t) **“Sub-consultants”** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (u) **“Third Party”** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Contract Specific Information

2.1. General

[Insert one of the following two options for bullet point (a)]

[Option 1- Lump-Sum Contracts]

(a) Contract Price *[Modify as appropriate]*

The **Contract price** is: _____ *[insert amount and currency/ies as applicable] [indicate “inclusive” or “exclusive”] of local indirect taxes.*

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.

The amount of such taxes is _____ *[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant]*

Schedule of Payments [Modify as appropriate]

The schedule of payments is specified below:

- **An advance payment of [insert % of Contract Price]** within [insert number of days] following receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against the lump-sum instalments *[For the emergency COVID operations, advance payments up to 10% may be made without an equivalent bank guarantee]*.
- **[insert amount and currency]** within [insert number of days] following the Client's receipt of the draft report, acceptable to the Client; and
- **[insert amount and currency]** within [insert number of days] following the Client's receipt of the final report, acceptable to the Client.

[Option 2- Time-Based Contracts]

(a) Ceiling Amount [Modify as appropriate]

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed a ceiling of *[insert amount and currency/currencies]*, **[indicate: "inclusive" or "exclusive"]** of local indirect taxes.

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.

The amount of such taxes is _____ *[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant]*

Payments [modify as appropriate]

- **An advance payment of [insert % of Contract Price]** within [insert number of days] following receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions in equal installments against the statements for the first [insert number] months of the Services until the

advance payment has been fully set off. *[For the emergency COVID operations, advance payments up to 10% may be made without an equivalent bank guarantee].*

- **Remuneration:** The Client shall pay the Consultant for Services rendered at the rate(s) [*Select the appropriate option*: “per person- month” or “per day” or “per hour ”] actually spent by each Expert after the date of commencement or such other dates as the parties may agree, in accordance with the rates agreed and specified in Appendix C, within *[insert number of days]* following receipt of satisfactorily supported itemized invoices.
 - **Reimbursables:** The Client shall pay the Consultant for reimbursable expenses, within *[insert number of days]* following receipt of satisfactorily supported itemized invoices, which shall consist of and be limited to:
 - (i) normal and customary expenditures for official travel, accommodation, printing, and telephone charges; official travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client; and
 - (ii) such other expenses as approved in advance by the Client.
 - (b) **Delayed payments:** If the Client delays payments beyond fifteen (15) days after the period specified in this **CC 2.1 (a)**, interest shall be paid to the Consultant on the delayed amount at the annual rate of *[insert rate]*
 - (c) The agreed contract prices shall not be adjusted for foreign and/or local inflation during the execution of the contract
 - (d) All payments under this Contract shall be made to the accounts of the Consultant.

The accounts are:

for foreign currency: *[insert account]*.

for local currency: *[insert account]*.
 - (e) **Applicable Law:** *[state: “the Client’s Country”, unless any other law shall apply]*
 - (f) The language of the contract is: *[insert name of the language]*.
-

- (g) **Effective Date** of the Contract: *[Insert date or event e.g. signing of the contract by both parties]*
 - (h) **Consultant's confirmation of availability of Key Experts and commencement of Services:** *[insert number of days after the Effective Date]*
 - (i) **Expiration of Contract:** *[Insert time period e.g. six months]*
 - (j) **Reporting obligations** of the Consultant shall be as specified in Appendix A.
- 2.2. Any notice given by one Party to the other pursuant to the Contract shall be in writing to the address hereafter using the quickest available method such as electronic mail with proof of receipt.

Address for notices to the Client:

[Attention]

[title/position]

[department/work unit]

[address]

[Electronic mail address]

Address for notices to the Consultant:

[insert the name of officer authorized to receive notices]

[title/position]

[department/work unit]

[address]

[Electronic mail address].

The contract specific information for the listed Conditions of Contract clauses (CCs) follows:

- 2.3. **CC 3: Lead Member** of the Joint Venture is: *[insert lead Member's name in case of a joint venture; otherwise state: "Not applicable"]*
- 2.4. **CC 4:** The **authorized representatives** are:
- For the Client: *[insert name, title]*
 - For the Consultant: *[insert name, title]*
- 2.5. **CC 10:** *[State: "No additional provisions" or insert the following:*
-

- /(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 applicable law in the Client's country.”]

2.6. **CC 11: *[Delete what is not applicable except (a)]***

- (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 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
- (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.]

- 2.7. **CC 12.2:** *[If there is to be no restriction on the future use of these documents by either Party, this CC 2.7 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:*

[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.]

[OR]

[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.]

[OR]

[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.]

- 2.8. **CC 24.1:** *[List here any assistance to be provided by the Client such as obtaining work permits, visas, clearance through customs, obtaining any exemption from any requirement to register in the country etc.].*
- 2.9. **CC 31 (a):** **Appointing authority** for the sole arbitrator *[insert name of an appropriate professional body].*

3. Authority of Member in Charge

- 3.1. In case the Consultant is a Joint Venture, the members hereby authorize the Lead Member specified in **CC 2.3** 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.

4. Authorized Representatives

- 4.1. 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 authorized representatives specified in **CC 2.4**.

5. Standard of Performance, Applicable Law and Conflict of Interest

Standard of Performance

- 5.1. 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.

- 5.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 5.3. 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.

Applicable Law

- 5.4. 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.
- 5.5. 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 Borrower'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.

Conflict of Interest

- 5.6. 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.
 - 5.7. The payment of the Consultant in accordance with the Contract shall constitute the Consultant's only payment in connection with this Contract and, subject to CC 5.9, 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.
-

- 5.8. 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 applicable policies of the Bank, 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.
- 5.9. 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.
- 5.10. 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.
- 5.11. 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.
- 6. Confidentiality**
- 6.1. 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.
- 7. Fraud and Corruption**
- 7.1. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set forth in **Attachment 1 to the CC**.
- a. Commissions and Fees**
- 7.2. 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 Bank.

8. Accounting, Inspection and Auditing

- 8.1. 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.
- 8.2. Pursuant to paragraph 2.2 e. of **Attachment 1 to the CC**, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to **CC 7.1** (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

9. Modifications or Variations

- 9.1. 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.
- 9.2. For Lump-Sum contracts, any change to the Contract price can be made only if the Parties have agreed to the revised scope of Services pursuant to **CC 9.1** and have amended in writing the Terms of Reference in **Appendix A**. For Time-Based contracts, for any payments in excess of the ceilings specified in **CC 2.1**, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

10. Liability of the Consultant

- 10.1. Subject to additional provisions, if any, set forth below, the Consultant's liability under this Contract shall be provided by the Applicable Law, subject to the additional provisions specified in **CC 2.5**.

11. Insurance to be taken out by the Consultant

- 11.1. 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 **CC 2.6**, 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.

12. Proprietary Rights of the Client in Reports and Records

12.1. 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.

12.2. 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, are specified in **CC 2.7**.

13. Equipment, Vehicles and Materials

13.1. 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. 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.

14. Forced Labor

14.1. The Consultant, including its Subconsultants, shall not employ or engage forced laborer persons subject to trafficking, as described in **CC 14.2** and **CC 14.3**.

14.2. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

14.3. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or

use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

15. Child Labor

15.1. The Consultant, including its Subconsultants, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age)

15.2. The Consultant, including its Subconsultants, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

16. Non-Discrimination and Equal Opportunity

16.1. The Consultant shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship.

17. Health and safety obligations

17.1. The Consultant, including its Subconsultants shall comply, with all applicable health and safety regulations, laws, guidelines, and any other requirements stated in **Appendix A**.

18. Force Majeure

a. Definition

18.1. 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.

18.2. 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.

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

b. No Breach of Contract

18.4. 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

18.5. 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.

18.6. 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.

18.7. 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.

18.8. 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.

18.9. 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 **CC 30 & 31**.

19. Suspension

19.1. The Client may, by written notice of suspension to the Consultant, suspend part or 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.

20. Termination

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

a. By the Client

20.1.1. 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 **CC 19**;
 - (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter 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 **CC 31**;
 - (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 **CC 2.1**.
- 20.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of Attachment 1 to the CC, 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**
- 20.1.3. 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 **CC 2.1** 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 **CC 31**.
 - (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 Obligations**
- 20.1.4. Upon termination of this Contract pursuant to Clauses **CC 20** hereof, or upon expiration of this Contract pursuant to **CC 2.1**, 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 **CC 6**, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in **CC 8** and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

- d. Cessation of Services** 20.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses **CC 20a** or **CC 20b**, 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 **CC 12** or **CC 13**.
- e. Payment upon Termination** 20.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
 - (b) in the case of termination pursuant to paragraphs (d) and (e) of **CC 20.1.1**, 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.

B. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

- 21. Description of Key Experts, Working Hours, Overtime, etc.** 21.1. 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**.
- 21.2. *[add the following in case of time-based contract otherwise delete]*
- 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**.
- The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave and the Consultant's remuneration shall be deemed to cover these items.

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.

- 22. Replacement of Key Experts**
- 22.1. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 22.2. 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.
- 23. Removal of Experts or Sub-consultants and Approval of Additional Experts**
- 23.1. The Consultant shall have a code of conduct for the Experts.
- The Consultant shall take all necessary measures to ensure that each Expert is made aware of the code of conduct including specific behaviours that are prohibited as stated in **CC 23.2**, and understands the consequences of engaging in such prohibited behaviours.
- 23.2. If the Client finds that any of the Experts or Sub-consultant:
- (a) persists in any misconduct or lack of care;
 - (b) carries out duties incompetently or negligently;
 - (c) fails to comply with any provision of the Contract;
 - (d) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Services;
 - (e) engages 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, or Client's Personnel;
 - (f) engages 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;
 - (g) engages in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; or
 - (h) engages in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage
-

the Consultant shall, at the Client's written request, provide a replacement.

- 23.3. 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.
- 23.4. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 23.5. The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.
- 23.6. *[Delete in case of Lumpsum Contract]*

Approval of Additional Experts

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).

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.

C. OBLIGATIONS OF THE CLIENT

24. Assistance and Exemptions

- 24.1. The Client shall use its best efforts to assist the Consultants, as specified in **CC 2.8**.

25. Access to sites

- 25.1. The Client warrants that the Consultant shall have, free of charge, unimpeded access to the sites in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the sites 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.

26. Change in the Applicable Law Related to Taxes and Duties

- 26.1. 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.

27. Services, Facilities and Property of the Client 27.1. 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 in **Appendix A** at the times and in the manner specified in that appendix.

28. Counterpart Personnel 28.1. 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**.
28.2. Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. The Client shall not unreasonably refuse to replace any member of the counterpart personnel that fails to perform its duties adequately.

D. FAIRNESS AND GOOD FAITH

29. Good Faith 29.1. 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.

E. SETTLEMENT OF DISPUTES

30. Amicable Settlement 30.1. The Parties shall seek to resolve any dispute amicably by mutual consultation.
30.2. 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, **CC 31** shall apply.

31. Dispute Resolution 31.1. 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 arbitration.

[(a) shall be retained in the case of a Contract with a foreign Consultant and (b) shall be retained in the case of a Contract with a consultant who is national of the Client's Country.]

- (a) If the Parties fail to agree on the appointment of a sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment from the Party who initiated the proceedings, either Party may apply to the

appointing authority specified in **CC 2.9** to appoint a sole arbitrator.

Rules of Procedure. 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.

The decision of the sole arbitrator 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.

- (b) In the case of a dispute between the Client and a Consultant who is a national of the Client's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Client's Country.

II. Conditions of Contract

Attachment 1

Fraud and Corruption

(Text in this Attachment shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

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:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank 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
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank 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 misprocurement, if the Bank determines at any time that representatives of the Borrower 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 Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a 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 a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ 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 Bank.

¹ 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.

² 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.

³ 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.

Appendices

APPENDIX A – TERMS OF REFERENCE

*[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 (for **Lump-Sum contracts**); 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.*

.....

APPENDIX B - KEY EXPERTS

[Insert a table based on 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.]

*[For **Time-Based Contracts** - 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. 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.]*

.....

Select either option 1 (for Lump-Sum contracts) or Option 2 (for Time- Based Contracts)

[Option 1- Lump-Sum Contracts

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 of the Consultant’s Proposal and reflect any changes agreed at the Contract negotiations, if any.]

[Option 2- Time-Based Contracts

APPENDIX C – REMUNERATION COST ESTIMATES

Monthly rates for the Experts:

[Insert the table with the remuneration rates. The table shall be based on the Consultant’s Proposal and reflect any changes agreed at the Contract negotiations, if any.]

=====
=====

The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of “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 **CC 8.2** 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.

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])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Work in the Client's Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____

**APPENDIX C' – REIMBURSABLE EXPENSES COST
ESTIMATE** *(applies only to Time-Based Contracts; Delete for LUMP-SUM
Contracts)*

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any.]*
 2. *All reimbursable expenses 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 D - FORM OF ADVANCE PAYMENTS GUARANTEE

[See CC 2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

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

Beneficiary: _____ *[insert 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 No. _____ *[reference number of the contract]* dated _____ *[insert date]*_____ with the Beneficiary, 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 _____ *[insert 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 undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____ *[amount in words]*)¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;

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

- (b) has 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 _____ at _____ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of *_[month]_____*, *_[year]__*,² 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 No. 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.}

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, 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.”

Sample Letter of Invitation for Negotiations

[modify as appropriate]

[use letterhead paper of the Client]

[date]

To: *[name and address of the Consultant]*

Subject: ***Invitation for negotiations of Contract No.***

In reference to the invitation for a proposal issued by us, *[insert reference number and date]*, your proposal *[insert reference number and date]* has been accepted for contract negotiations.

We invite you for contract negotiations ***[Insert logistics detail, date and time for negotiations (expected to be virtual in light of the COVID-19 circumstances)]***

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____