**STANDARD BIDDING DOCUMENTS**

**Request for Proposals**

**Consultancy Services**

**Inter-American Development Bank**

**June 2022**

**Revisions**

|  |  |  |
| --- | --- | --- |
| **Version** | **Modifications** | **Reason** |
| July 2013 |  | Current version of the Consultant’s Policies GN-2350-9 and earlier Policies. |
| January 2020 | ITC, Forms | The revision is consequence of the approval by the Board of Executive Directors of the Bank of the Policies for the Selection and Contracting of Consultants financed by the Inter-American Development Bank on 2nd of July 2019, effective as of 1st of January 2020, which includes new provisions, *interalia*, Notification of Intention of Award, Standstill Period, Disclosure of Beneficial Ownership and Complaints.  The document is renamed "Request for Proposals (RFP) Consulting Services"; the "Client" becomes the "Employer"; the text of the Policies of Prohibited Practices is inserted in the ITCs and in the General Contract Conditions and both Section 6 of the previous RFP and Annexes 1 of the Contracts for Time-Based Works and Global Sum are deleted. Sections 1 to 9 are renumbered as I to IX.  The term "Clause ITC" is replaced by "ITC" and the term "Request for Proposal: RP" is replaced by "Request for Proposal: RFP". The terms "fax" and "facsimile" are removed due to obsolescence. Prohibited Practices are updated.  Several ITCs are added by mandate of the Policies, including, *interalia*: 18.1, 30, 31, 32, 33, 34 and 35. In harmony with the standard documents of the IFIs, ITC 23 on the public opening of the financial proposals is modified.  In Section VII, "Terms of Reference" detailed provisions regarding services of the Consultant are added when it comes to the supervision of civil works in order to ensure that environmental, social and health and safety at work (ESHS) performance of the Contractor is consistent with the good international practice of the industry and complies with the ESHS obligations of the Contractor of Works being supervised.  Part III of the RFP and Section IX are added to include the Notification of the Intention of Adjudication and Disclosure of Beneficial Ownership Forms. |
| November 2021 |  | Integration of language and requirements consistent with the Bank's new Environmental and Social Policy Framework (ESPF). |

**Foreword**

1. This Standard Bidding Document, Request for Proposals (RFP) has been updated to reflect the Policies for the Selection and Contracting of Consultants financed by the Inter-American Development Bank approved by the Board of Executive Directors of the Bank on 2nd of July 2019, effective as of 1st of January 2020. It includes new provisions, *interalia*, Standstill Period, Notification of Intention of Award, Briefing to Consultants, Disclosure of Beneficial Ownership and Complaints.
2. This RFP is applicable to the selection of consultant(s), to provide Consultancy Services, funded, in whole or in part, by IDB financed projects. Hiring of consultants carried out in the framework of the previous Procurement Policies (where the Borrower has not subscribed the new Policies) shall use the previous version of this RFP available on the Bank's website.
3. The text shown in *Italics* is “Notes to the Employer”. It provides guidance to the entity in preparing a specific Request for Proposals (“RFP”). “Notes to the Employer” should be deleted from the final RFP issued to the shortlisted Consultants.
4. This RFP can be used with different selection methods described in the Policies for the Selection and Contracting of Consultants financed by the Inter-American Development Bank (“Policy”), including Quality and Cost Based Selection (“QCBS”), Quality-Based Selection (“QBS”), Selection under a Fixed Budget (“FBS”), and Least-Cost Selection (“LCS”). When mandating the use of this SRFP on the executing agency, however, primary consideration should be given to the complexity and value of the assignment.
5. The use of this RFP is not required for (i) selections conducted under commercial practice, (ii) use of country systems, (iii) selection of individual consultants, (iv) Selection based on Consultants Qualifications (CQS), (v) Single Source Selection (SSS), (vi) procurement processes under US$200,000 or (vii) under Alternative Procurement Arrangements as agreed with the Bank.
6. Before preparing an RFP for a specific assignment, the user must be familiar with the Policies*,* and must have chosen an appropriate method and the appropriate contract form. The RFP includes two standard forms of contract: one for time-based assignments and the other for lump-sum assignments. The prefaces to these two contracts indicate the circumstances in which their use is most appropriate.

To obtain further information on procurement under IDB-financed projects or for any questions regarding the use of this document, contact:

Operations Financial Management and Procurement Services Office (VPC/FMP)

The Inter-American Development Bank

1300 New York Avenue, NW

Washington, D.C. 20577 U.S.A.

procurement@iadb.org

<http://www.iadb.org/procurement>

**SUMMARY DESCRIPTION**

**REQUEST FOR PROPOSALS (RFP)**

|  |  |
| --- | --- |
| **PART I – SELECTION PROCEDURES AND REQUIREMENTS** | |
| **Section I:** | **Letter of Invitation (LOI)**  This Section is a template of a letter from the Employer addressed to a shortlisted consulting firm inviting it to submit a proposal for a consulting assignment. The LOI includes a list of all shortlisted firms to whom similar letters of invitation are sent, and a reference to the selection method and applicable policies of the IDB that govern the selection and award process and, if required, the requirement of submission of the Beneficial Ownership Disclosure Form by the selected consultant. |
| **Section II:** | **Instructions to Consultants**  “Instructions to Consultants” contains provisions that are to be used without modifications. This Section provides information to help shortlisted consultants prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract. |
| **Section III:** | **Data Sheet**  “Data Sheet” contains information specific to each selection and corresponds to the clauses in “Instructions to Consultants” that call for selection-specific information to be added. Information in the Data Sheet indicates whether a Full Technical Proposal (FTP) or a Simplified Technical Proposal (STP) shall be used. |
| **Section IV:** | **Technical Proposal – Standard Forms**  This Section includes the forms for FTP and STP that are to be completed by the shortlisted consultants and submitted in accordance with the requirements of Section II. |
| **Section V:** | **Financial Proposal – Standard Forms**  This Section includes the financial forms that are to be completed by the shortlisted consultants, including the consultant’s costing of its technical proposal, which are to be submitted in accordance with the requirements of Section II. |
| **Section VI:** | **Eligible Countries**  This Section contains information regarding eligible countries. |
| **Section VII:** | **Terms of Reference (TORs)**  This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts; and lists the expected deliverables. This Section shall not be used to over-write provisions in Section II. |
| **PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS** | |
| **Section VIII:** | **Standard Forms of Contract**  This Section includes two types of standard contract forms for large or complex assignments: a Time-Based Contract and a Lump-Sum Contract. Each type includes General Conditions of Contract (“GCC”) that shall not be modified, and Special Conditions of Contract (“**SCC**”). The **SCC** include clauses specific to each contract to supplement the General Conditions.  Each standard form of contract incorporates the Bank’s Policy on Prohibited Practices. |
| **PART III – FORMS OF NOTIFICATION OF INTENTION TO AWARD (NIA) AND BENFICIARY OWNERSHIP** | |
| **Section IX:** | **Notification of Intention of Award (NIA) and Beneficial Ownership Forms**  This Section includes two forms. The first form is used to notify Consultants of the Employer’s intention to award the contract to the successful Consultant. The second form is used to obtain additional beneficial ownership information from successful Consultant for contracts identified in the Procurement Plan. |

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]*

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

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

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

Table of Contents

[PART I 1](#_Toc28100381)

[Section I. Letter of Invitation 1](#_Toc28100382)

[Section II. Instructions to Consultants (ITC) 0](#_Toc28100383)

[**1.** **Definitions** 0](#_Toc28100384)

[**2.** **Introduction** 1](#_Toc28100385)

[**3.** **Conflict of Interest** 1](#_Toc28100386)

4. Excluded Activities ………………………………………………………………………………………………………………………………1

5[**.** **Unfair Competitive Advantage** 2](#_Toc28100387)

[**6.** **Prohibited Practices** 2](#_Toc28100388)

[**7.** **Eligibility** 5](#_Toc28100389)

[**8.** **General Considerations** 6](#_Toc28100390)

[**9.** **Cost of Preparation of Proposal** 7](#_Toc28100391)

[**10.** **Language** 7](#_Toc28100392)

[**11.** **Documents Comprising the Proposal** 7](#_Toc28100393)

[**12.** **Only one Proposal** 7](#_Toc28100394)

[**13.** **Proposal Validity** 7](#_Toc28100395)

[**14.** **Clarification and Amendment of RFP** 8](#_Toc28100396)

[**15.** **Preparation of Proposals – Specific Considerations** 8](#_Toc28100397)

[**16.** **Technical Proposal Format and Content** 9](#_Toc28100398)

[**17.** **Financial Proposal** 9](#_Toc28100399)

[**18.** **Submission, Sealing, and Marking of Proposals** 9](#_Toc28100400)

[**19.** **Confidentiality** 10](#_Toc28100401)

[**20.** **Opening of Technical Proposals** 10](#_Toc28100402)

[**21.** **Proposals Evaluation** 11](#_Toc28100403)

[**22.** **Evaluation of Technical Proposals** 11](#_Toc28100404)

[**23.** **Financial Proposals for QBS** 11](#_Toc28100405)

[**24.** **Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)** 11](#_Toc28100406)

[**25.** **Correction of Errors** 12](#_Toc28100408)

[**26.** **Taxes** 13](#_Toc28100409)

[**27.** **Conversion to a Single Currency** 13](#_Toc28100410)

[**28.** **Combined Quality and cost Evaluation** 13](#_Toc28100411)

[**29.** **Negotiations** 13](#_Toc28100412)

[**30.** **Conclusion of Negotiations** 14](#_Toc28100413)

[**31.** **Standstill Period** 14](#_Toc28100414)

[**32.** **Notification of Intention to Award** 14](#_Toc28100415)

[**33.** **Notification of Intention to Award** 15](#_Toc28100416)

[**34.** **Debriefing by the Employer** 15](#_Toc28100417)

[**35.** **Signing of Contract** 16](#_Toc28100418)

[**Complaints related to the Selection and Contracting of Consultants** 16](#_Toc28100419)

[Section III. Data Sheet 17](#_Toc28100421)

[Section IV. Technical Proposal – Standard Forms 27](#_Toc28100422)

[**Form TECH-1: Technical Proposal Submission Form** 28](#_Toc28100423)

[**Form TECH-2: Consultant’s organization and experience** 30](#_Toc28100424)

[**Form TECH-3: Comments and suggestions on the Terms of Reference, counterpart staff, and facilities to be provided by the Employer** 31](#_Toc28100425)

[**Form TECH-4: Description of approach, methodology, and work plan in responding to the Terms of Reference** 32](#_Toc28100426)

[**Form TECH-4: Description of approach, methodology, and work plan for performing the assignment** 33](#_Toc28100427)

[**Form TECH-5: Work schedule and planning for deliverables** 34](#_Toc28100428)

[**Form TECH-6: Team composition, assignment, and key experts’ inputs** 35](#_Toc28100429)

[**Form TECH-6 Curriculum Vitae (CV)** 36](#_Toc28100430)

[Section V. Financial Proposal - Standard Forms 41](#_Toc28100431)

[**Form FIN-1: Financial Proposal Submission Form** 42](#_Toc28100432)

[**Form FIN-2: Summary of Costs** 44](#_Toc28100433)

[**Form FIN-3 Breakdown of Remuneration** 45](#_Toc28100434)

[**Form FIN-4 Breakdown of Reimbursable Expenses\*** 50](#_Toc28100435)

[Section VI. Eligible Countries 51](#_Toc28100436)

[Section VII. Terms of Reference 55](#_Toc28100437)

[PART II 61](#_Toc28100438)

[Section VIII. Conditions of Contract 61](#_Toc28100439)

[CONSULTANT’S SERVICES: TIME-BASED 62](#_Toc28100440)

[I. Form of Contract – Time-Based 1](#_Toc28100441)

[II. General Conditions of Contract – Time Based 3](#_Toc28100442)

[**1.** **Definitions** 3](#_Toc28100443)

[**2.** **Relationship between the Parties** 4](#_Toc28100444)

[**3.** **Law Governing Contract** 4](#_Toc28100445)

[**4.** **Language** 4](#_Toc28100446)

[**5.** **Headings** 4](#_Toc28100447)

[**6.** **Communications** 4](#_Toc28100448)

[**7.** **Location** 4](#_Toc28100449)

[**8.** **Authority of Member in Charge** 4](#_Toc28100450)

[**9.** **Authorized Representatives** 5](#_Toc28100451)

[**10.** **Prohibited Practices** 5](#_Toc28100452)

[**11.** **Effectiveness of Contract** 8](#_Toc28100453)

[**12.** **Termination of Contract for Failure to Become Effective** 8](#_Toc28100454)

[**13.** **Commencement of Services** 8](#_Toc28100455)

[**14.** **Expiration of Contract** 9](#_Toc28100456)

[**15.** **Entire Agreement** 9](#_Toc28100457)

[**16.** **Modifications or Variations** 9](#_Toc28100458)

[**17.** **Force Majeure** 9](#_Toc28100459)

[**18.** **Suspension** 10](#_Toc28100460)

[**19.** **Termination** 10](#_Toc28100461)

[**20.** **General** 12](#_Toc28100462)

[**21.** **Conflict of Interest** 12](#_Toc28100463)

[**22.** **Confidentiality** 13](#_Toc28100464)

[**23.** **Liability of the Consultant** 13](#_Toc28100465)

[**24.** **Insurance to be Taken by the Consultant** 13](#_Toc28100466)

[**25.** **Accounting, Inspection and Auditing** 13](#_Toc28100467)

[**26.** **Reporting Obligations** 14](#_Toc28100468)

[**27.** **Proprietary Rights of the Employer in Reports and Records** 14](#_Toc28100469)

[**28.** **Equipment, Vehicles and Materials** 14](#_Toc28100470)

[**29.** **Description of Key Experts** 14](#_Toc28100471)

[**30.** **Replacement of Key Experts** 15](#_Toc28100472)

[**31.** **Approval of Additional Key Experts** 15](#_Toc28100473)

[**32.** **Removal of Experts or Sub-consultants** 15](#_Toc28100474)

[**33.** **Replacement/ Removal of Experts – Impact on Payments** 15](#_Toc28100475)

[**34.** **Working Hours, Overtime, Leave, etc.** 15](#_Toc28100476)

[**35.** **Assistance and Exemptions** 16](#_Toc28100477)

[**36.** **Access to Project Site** 16](#_Toc28100478)

[**37.** **Change in the Applicable Law Related to Taxes and Duties** 16](#_Toc28100479)

[**38.** **Services, Facilities and Property of the Employer** 17](#_Toc28100480)

[**39.** **Counterpart Personnel** 17](#_Toc28100481)

[**40.** **Payment Obligation** 17](#_Toc28100482)

[**41.** **Ceiling Amount** 17](#_Toc28100483)

[**42.** **Remuneration and Reimbursable Expenses** 17](#_Toc28100484)

[**43.** **Taxes and Duties** 18](#_Toc28100485)

[**44.** **Currency of Payment** 18](#_Toc28100486)

[**45.** **Mode of Billing and Payment** 18](#_Toc28100487)

[**46.** **Interest on Delayed Payments** 19](#_Toc28100488)

[**47.** **Good Faith** 19](#_Toc28100489)

[**48.** **Amicable Settlement** 19](#_Toc28100490)

[**49.** **Dispute Resolution** 19](#_Toc28100491)

[**50.** **Eligibility** 19](#_Toc28100492)

[II. Special Conditions of Contract 22](#_Toc28100493)

[III. Appendices 32](#_Toc28100494)

[**Appendix A – Terms of Reference** 32](#_Toc28100495)

[**Appendix B - Key Experts** 32](#_Toc28100496)

[**Appendix C – Remuneration Cost Estimates** 32](#_Toc28100497)

[**Appendix D – Reimbursable Expenses Cost Estimates** 35](#_Toc28100498)

[**Appendix E - Form of Advance Payments Guarantee** 35](#_Toc28100499)

[CONSULTANT’S SERVICES: LUMP-SUM 37](#_Toc28100500)

[I. Form of Contract – Lump-Sum 1](#_Toc28100501)

[II. General Conditions of Contract – Lump Sum 3](#_Toc28100502)

[**1.** **Definitions** 3](#_Toc28100503)

[**2.** **Relationship between the Parties** 4](#_Toc28100504)

[**3.** **Law Governing Contract** 4](#_Toc28100505)

[**4.** **Language** 4](#_Toc28100506)

[**5.** **Headings** 4](#_Toc28100507)

[**6.** **Communications** 4](#_Toc28100508)

[**7.** **Location** 4](#_Toc28100509)

[**8.** **Authority of Member in Charge** 4](#_Toc28100510)

[**9.** **Authorized Representatives** 5](#_Toc28100511)

[**10.** **Prohibited Practices** 5](#_Toc28100512)

[**11.** **Effectiveness of Contract** 8](#_Toc28100513)

[**12.** **Termination of Contract for Failure to Become Effective** 8](#_Toc28100514)

[**13.** **Commencement of Services** 8](#_Toc28100515)

[**14.** **Expiration of Contract** 9](#_Toc28100516)

[**15.** **Entire Agreement** 9](#_Toc28100517)

[**16.** **Modifications or Variations** 9](#_Toc28100518)

[**17.** **Force Majeure** 9](#_Toc28100519)

[**18.** **Suspension** 10](#_Toc28100520)

[**19.** **Termination** 10](#_Toc28100521)

[**20.** **General** 12](#_Toc28100522)

[**21.** **Conflict of Interest** 12](#_Toc28100523)

[**22.** **Confidentiality** 13](#_Toc28100524)

[**23.** **Liability of the Consultant** 13](#_Toc28100525)

[**24.** **Insurance to be Taken by the Consultant** 13](#_Toc28100526)

[**25.** **Accounting, Inspection and Auditing** 13](#_Toc28100527)

[**26.** **Reporting Obligations** 14](#_Toc28100528)

[**27.** **Proprietary Rights of the Employer in Reports and Records** 14](#_Toc28100529)

[**28.** **Equipment, Vehicles and Materials** 14](#_Toc28100530)

[**29.** **Description of Key Experts** 14](#_Toc28100531)

[**30.** **Replacement of Key Experts** 14](#_Toc28100532)

[**31.** **Removal of Experts or Sub-consultants** 15](#_Toc28100533)

[**32.** **Assistance and Exemptions** 15](#_Toc28100534)

[**33.** **Access to Project Site** 15](#_Toc28100535)

[**34.** **Change in the Applicable Law Related to Taxes and Duties** 16](#_Toc28100536)

[**35.** **Services, Facilities and Property of the Employer** 16](#_Toc28100537)

[**36.** **Counterpart Personnel** 16](#_Toc28100538)

[**37.** **Payment Obligation** 16](#_Toc28100539)

[**38.** **Contract Price** 16](#_Toc28100540)

[**39.** **Taxes and Duties** 16](#_Toc28100541)

[**40.** **Currency of Payment** 16](#_Toc28100542)

[**41.** **Mode of Billing and Payment** 17](#_Toc28100543)

[**42.** **Interest on Delayed Payments** 17](#_Toc28100544)

[**43.** **Good Faith** 17](#_Toc28100545)

[**44.** **Amicable Settlement** 18](#_Toc28100546)

[**45.** **Dispute Resolution** 18](#_Toc28100547)

[**46.** **Eligibility** 18](#_Toc28100548)

[III. Special Conditions of Contract 20](#_Toc28100549)

[IV. Appendices 29](#_Toc28100550)

[**Appendix A – Terms of Reference** 29](#_Toc28100551)

[**Appendix B - Key Experts** 29](#_Toc28100552)

[**Appendix C – Breakdown of Contract Price** 29](#_Toc28100553)

[**Appendix D - Form of Advance Payments Guarantee** 31](#_Toc28100554)

[PART III 63](#_Toc28100555)

[Section IX. Forms of Notification of Intention of Award and Disclosure of Beneficial Ownership 63](#_Toc28100556)

[Notification of Intention to Award 64](#_Toc28100557)

[Beneficial Ownership Disclosure Form 70](#_Toc28100558)

# PART I

# Section I. Letter of Invitation

*[If applicable, insert: RFP No…..; Loan No. …..]*

*[insert: Location and Date]*

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

Dear Mr. /Ms.:

1. The *[insert: Name of Borrower or Employer]* (the“Borrower”)has *[received] [applied for]* financing from the *[select: Inter-American Development Bank (IDB), or any fund administered by the Bank]* (the “Bank”) toward the cost of *[insert: name of project]*. The *[insert: name of Executing Agency]*, an executing agency of *[if applicable, insert: of the Borrower]*, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued. The Employer intends to apply the funds to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the *[Name of Executing Agency]* and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the loan contract.
2. The Employer now invites proposals to provide the following consulting services (hereinafter called “Services”): *[insert: name of consulting services assignment]*. More details on the Services are provided in the Terms of Reference (Section VII).
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:

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

1. It is not permissible to transfer this invitation to any other firm.
2. A firm will be selected under *[insert: Selection Method]* proceduresand in a *[insert proposal format: Full Technical Proposal (FTP) or Simplified Technical Proposal (STP)]* format as described in this RFP, in accordance with the Policy for the Selection and Contracting of Consulting Services financed by the IDB which can be found at the following website: [www.iadb.org/procurement](http://www.iadb.org/procurement).
3. The RFP includes the following sections:

Section I - Letter of Invitation

Section II - Instructions to Consultants

Section III - Data Sheet

Section IV - Technical Proposal (*[select: FTP or STP]*) - Standard Forms

Section V - Financial Proposal - Standard Forms

Section VI – Eligible Countries

Section VII - Terms of Reference

Section VIII - Standard Forms of Contract (*[select: Time-Based or Lump-Sum]*)

Section IX - NIA and Beneficial Ownership Forms

1. Please inform us by *[insert date]*, in writing at *[insert address]*or by E-mail *[insert e-mail address]*:

(a) That you have received the Letter of Invitation; and

(b) Whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section II, Instructions to Consultants (ITC), Data Sheet 15.1.1).

1. *[Insert this paragraph if applicable in accordance with the Procurement Plan: "If the Borrower requires disclosure of the information on the Beneficial Ownership of the Consultant, as part of the Contract Award Notification, the Consultant must complete the Disclosure Form of Beneficial Ownership included in the Request for Proposals. "]*
2. Details on the proposal’s submission date, time and address are provided in ITC 18.7 and 18.9.

Yours sincerely,

*[Insert: Signature, name, and title of Employer’s authorized representative]*

# Section II. Instructions to Consultants (ITC)

1. **General Provisions**
2. **Definitions**
3. “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
4. “[Applicable Policies](http://idbdocs.iadb.org/wsdocs/getdocument.aspx?docnum=774394)” means the policies of the Inter-American Development Bank governing the selection and Contract award process as set forth in this RFP.
5. “Applicable Law” means the laws and any other instruments having the force of law in the Employer’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
6. “Bank” means the Inter-American Development Bank*.*
7. “in writing” means written communication (for example, by postal mail, email and, if so specified in the Data Sheet, distributed or received through the electronic procurement system used by the Employer), with proof of receipt.
8. “Borrower” means the Government, Government agency or other entity that signs the loan agreement with the Bank.
9. “Employer” means the executing agency that signs the Contract for the Services with the selected Consultant.
10. “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Employer under the Contract.
11. “Contract” means a legally binding written agreement signed between the Employer and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (**SCC**), and the Appendices).
12. “Data Sheet” means a complement to the Section II. Instructions to Consultants (ITC) that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
13. “Day” means a calendar day.
14. “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
15. “Government” means the government of the Employer’s country.
16. “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Employer for the performance of the Contract.
17. “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 CV is taken into account in the technical evaluation of the Consultant’s proposal.
18. “ITC” (this Section II. Instructions to Consultants of the RFP) means the Instructions to Consultants that provide the shortlisted Consultants with all information needed to prepare their Proposals.
19. “LOI” (the Section I. Letter of Invitation of the RFP) means the Letter of Invitation being sent by the Employer to the shortlisted Consultants.
20. “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
21. “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
22. “RFP” means the Request for Proposals to be prepared by the Employer for the selection of Consultants.
23. "SBD" means Standard Bidding Document of the Bank to be used by the Employer to prepare the RFP.
24. “Services” means the work to be performed by the Consultant pursuant to the Contract.
25. “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Employer during the performance of the Contract.
26. “TORs” (the Section VII of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment.
27. “**“ESHS”** means environmental, social, health and safety (including labor, occupational and community health and safety, disaster and climate change, indigenous peoples, vulnerable groups, gender, sexual and gender-based violence (SGBV), stakeholder engagement).
28. **“SGBV”** refers to any act that is perpetrated against a person’s will and is based on gender norms and unequal power relationships. It encompasses threats of violence, coercion, and harassment. It can be physical, emotional, psychological, or sexual in nature, and can take the form of a denial of resources or access to them. It includes sexual exploitation, abuse and harassment. It can affect persons at any age across the lifespan, and disproportionately affects women, girls, and people of diverse sexual orientations and gender identities.
29. .
30. **Introduction**
31. The Employer named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.
32. The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
33. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.
34. The Employer will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet.**
35. Excluded Activities

3.1 The Bank requires that all Borrowers (including grant beneficiaries), Executing Agencies and Contracting Agencies, as well as all firms, entities and individuals participating in a Bank-financed activity acting as, inter alia, bidders, proposers, suppliers, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires will not knowingly engage, directly or indirectly through Financial Intermediaries, in the production, trade, or use of the products and substances or the activities listed in the Annex 1 of the IDB Environmental and Social Policy Framework[[1]](#footnote-1). Additional exclusions may apply.

3.2 If, the Bank determines that at any stage of the implementation of a contract the Borrower (including beneficiaries of grants), Executing Agencies, Contracting Agencies, any firm, entity or individual participating in a Bank-financed activity as, inter alia, bidders, proposers, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, goods or service providers, concessionaires used IDB resources to engage in an Excluded Activity during the implementation of the contract, the Bank may

a) suspend disbursement of the operation if it is determined at any stage that an employee, agent or representative of the Borrower, Executing Agency or Employer has used IDB resources to engage in an Excluded Activity

b) Declare Mis-procurement and cancel, and/or accelerate repayment of the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures (including, inter alia, providing adequate notice to the Bank upon learning of the Excluded Activity) within a time period which the Bank considers reasonable.

c) refer the matter to appropriate law enforcement authorities.

3.3 The Bank requires that all applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, officers or employees, sub-contractors, service providers and concessionaires permit the Bank to inspect accounts, records and other documents relating to the contract performance as well as to have them audited by personnel appointed by the Bank.

3.4 Applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires shall fully assist the Bank with its monitoring and supervision.

1. **Conflict of Interest**

4.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Employer’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

4.2 The Consultant has an obligation to disclose to the Employer any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Employer. 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.

4.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

1. **Conflicting activities**
2. Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Employer 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.
3. **Conflicting assignments**
4. 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 Employer.
5. **Conflicting relationships**
6. Relationship with the Employer’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 the Employer or of the executing agency or of a beneficiary 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.
7. Any other types of conflicting relationships as indicated in the **Data Sheet**.
8. **Unfair Competitive Advantage**

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

1. **Prohibited Practices**

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| 6.1 The Bank requires that all Borrowers (including grant beneficiaries), Executing Agencies and Contracting Agencies, including members of its personnel, as well as all firms, entities and individuals participating in a Bank-financed activity acting as, inter alia, bidders, proposers, suppliers, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires (including their respective officers, employees and representatives or agents, irrespective of whether the agency is express or implied), adhere to the highest ethical standards, and report to the Bank[[2]](#footnote-2) all suspected acts of Prohibited Practices of which they have knowledge or become aware both, during the bidding process and throughout the negotiation or execution of a contract. Prohibited Practices are: (i) corrupt practices; (ii) fraudulent practices; (iii) coercive practices; (iv) collusive practices; (v) obstructive practices; and (vi) misappropriation of funds. The Bank has established mechanisms to report allegations of Prohibited Practices. Any allegation shall be submitted to the Bank’s Office of Institutional Integrity (OII) for the appropriate investigation. The Bank has adopted procedures to sanction those who have incurred in Prohibited Practices. The Bank also entered into an agreement with other International Financial Institutions (IFIs) to mutually recognize debarment decisions. |
| * + 1. For the purposes of this provision, the definitions of Prohibited Practices are as follows:   (i) “*corrupt practice*” is the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;  (ii) “*fraudulent practice*” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a 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 influencing 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  (i) destroying, falsifying, altering or concealing of evidence material to an IDB Group investigation, or making false statements to investigators with the intent to impede an IDB Group investigation;  (ii) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to an IDB Group investigation or from pursuing the investigation, or  (iii) acts intended to impede the exercise of the IDB Group’s contractual rights of audit or inspection provided for under ITC 5.1 (f) below or access to information; and  (vi) “*misappropriation*” is the use of IDB Group financing or resources for an improper or unauthorized purpose, committed either intentionally or through reckless disregard. |
| * + 1. If, the Bank determines that at any stage of the procurement or implementation of a contract the Borrower (including beneficiaries of grants), Executing Agencies, Contracting Agencies, any firm, entity or individual participating in a Bank-financed activity as, *inter alia*, bidders, proposers, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, goods or service providers, concessionaires, (including their respective officers, employees and representatives or agents irrespective of whether the attribution is express or implied) engaged in a Prohibited Practice during the award or implementation of the contract, the Bank may:   (i) not finance any proposal to award a contract for works, goods or services, and consulting services;  (ii) suspend disbursement of the operation if it is determined at any stage that an employee, agent or representative of the Borrower, Executing Agency or Employer has engaged in a Prohibited Practice;  (iii) declare Misprocurement and cancel, and/or accelerate repayment of the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures (including, *inter alia*, providing adequate notice to the Bank upon learning of the Prohibited Practice) within a time period which the Bank considers reasonable;  (iv) issue the firm, entity or individual a reprimand in the form of a formal letter of censure for its behavior;  (v) declare that a firm, entity, or individual is ineligible, either permanently or for a stated period of time, to participate and/or be awarded additional contracts financed with IDB Group resources;  (vi) impose other sanctions that it deems to be appropriate, among others, the restitution of funds and of fines equivalent to the reimbursement for costs associated with investigations and proceedings contemplated in the Sanctions Procedures. Such other sanctions may be imposed in addition to or in lieu of the sanctions referred above (the “abovementioned” sanctions are reprimand and debarment/ineligibility);  (vii) extend the sanctions imposed on any individual, entity or firm that, directly or indirectly, owns or controls a sanctioned entity, is owned or controlled by a sanctioned entity or is the object of common ownership or control with a sanctioned entity, as well as to officials, employees, affiliates or representatives or agents of a sanctioned entity who also own a sanctioned entity and / or exercise control over a sanctioned entity, even if it has not been concluded that those parties directly incurred in a Prohibited Practice; and/or  (viii) refer the matter to appropriate law enforcement authorities. |
| * + 1. The provisions of ITC 6.1 (b) (i) and (ii) shall also be applicable when such parties have been temporarily suspended from eligibility to be awarded additional contracts pending a final outcome of a sanction proceeding, or otherwise. |
| * + 1. The imposition of any action to be taken by the Bank pursuant to the provisions referred to above may be made public.     2. Pursuant to the Agreement for Mutual Enforcement of Debarment Decisions entered into with other IFIs, any firm, entity or individual bidding for or participating in a Bank-financed activity or acting as bidders, proposers, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, personnel of the Borrower (including grant Beneficiaries), Executing Agencies or Contracting Agencies, (including their respective officers, employees, representatives and agents, irrespective of whether the attribution is expressed or implied) may be subject to a sanction. For purposes of this paragraph the term “sanction” shall mean any debarment, conditions on future contracting or any publicly-disclosed action taken in response to a violation of an IFI’s applicable framework for addressing allegations of Prohibited Practices. |
| * + 1. The Bank requires that all applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, officers or employees, sub-contractors, service providers and concessionaires permit the Bank to inspect accounts, records and other documents relating to the submission of bids and contract performance as well as to have them audited by personnel appointed by the Bank. Applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires shall fully assist the Bank with its investigation. The Bank also requires that all applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires: (i) maintain all documents and records related to the Bank-financed activities for seven (7) years after completion of the work contemplated in the relevant contract; (ii) deliver any document necessary for the investigation of allegations of Prohibited Practices; and (iii) ensure that employees, representatives or agents of the applicants, bidders, proposers, suppliers and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers or concessionaires who have knowledge that the Bank financed the activities to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or consultant relating to the investigation. If the applicant, bidder, supplier and its representative or agent, contractor, consultant, personnel, sub-contractor, sub-consultant, service provider or concessionaire fails to cooperate and/or comply with the Bank’s request, or otherwise obstructs the investigation, the Bank, discretionally, may take appropriate action against the applicant bidder, supplier and its agent or representative, contractor, consultant, personnel, sub-contractor, service provider or concessionaire. |
| * + 1. If the Borrower procures goods or services, works or consulting services directly from a specialized agency, all provisions regarding Prohibited Practices and to the correspondent sanctions shall apply in their entirety to applicants, bidders, proposers, suppliers and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, and concessionaires, (including their respective officers, employees, and representatives or agents, irrespective of whether the agency is express or implied), or to any other entities that signed contracts with such specialized agency to supply such goods, works, or non-consulting services in connection with the Bank-financed activities. The Bank will retain the right to require the Borrower to invoke remedies such as contract suspension or termination. Specialized agencies shall consult the Bank’s list of suspended or debarred firms and individuals. In the event a specialized agency signs a contract or purchase order with a firm or an individual suspended or debarred by the Bank, the Bank will not finance the related expenditures and will apply other remedies as appropriate. |

6.2 By submitting their proposals, the Consultants represent and guarantee:

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| * + 1. that have read and understood the Bank’s definition of Prohibited Practices and the applicable sanctions pursuant to the Sanctions Procedures; |
| * + 1. that they have not engaged in any Prohibited Practice as set forth herein during the selection, negotiation, adjudication or execution of this contract; |
| * + 1. that have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or during the performance of the contract; |
| * + 1. that neither they nor their representatives or agents, sub-contractors, sub-consultants, directors, key personnel or principal shareholders have been declared ineligible to be awarded a contract by the Bank |
| * + 1. that all commissions, representative or agents’ fees, facilitating payments or revenue-sharing agreements related to the Bank-financed activities have been disclosed; and     2. that they acknowledge that the breach of any of these representations may constitute a basis for the adoption by the Bank of one or more of the measures set forth in ITC 6.1 (b). |

1. **Eligibility**

7.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as stated in Section VI to offer consulting services for Bank-financed projects.

7.2 Furthermore, it is the Consultant’s responsibility to ensure that its Experts, Joint Venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Inter-American Development Bank policy and in Section VI herein.

7.3 As an exception to the foregoing ITC 7.1 and 7.2 above:

1. **Sanctions**

7.3.1 A Consultant, parent company, subsidiary, or previous form of organization constituted by or with any of the same individual(s) as principal(s), declared ineligible to be awarded a contract by the Bank or by another International Financial Institution (IFI) with which the Bank may have entered into an agreement for the mutual enforcement of sanctions, and is that is under a declaration of ineligibility during the period of time established by the Bank in accordance with ITC 6, at the date of contract award, shall be disqualified.

1. **Prohibitions**

7.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section VI and:

1. 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
2. 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.
3. **Restrictions for Government-owned Enterprises**

7.3.3 Government-owned enterprises or institutions in the Borrower’s country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Employer.

7.3.4 As an exception to the above, when the services of government-owned universities or research centers in the Borrower’s country are of a unique and exceptional nature and their participation is critical to project implementation, the Bank may agree on the contracting of those institutions on a case-by-case basis. On the same basis, university professors or scientists from research institutes may be contracted individually under Bank financing.

1. **Restrictions for public employees**

7.3.5 No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Employer to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Experts in their technical proposal, such Experts must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Employer by the Consultant as part of his technical proposal.

1. **Preparation of Proposals**
2. **General Considerations**

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

1. **Cost of Preparation of Proposal**

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

1. **Language**

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

1. **Documents Comprising the Proposal**

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

11.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Employer country’s laws against fraud and corruption (including bribery) and prohibited practices.

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

1. **Only one Proposal**

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

1. **Proposal Validity**

13.1 The **Data Sheet** indicates the period during which the Consultant’s Proposal must remain valid after the Proposal submission deadline.

13.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

13.3 If it is established that any Key Expert nominated in the Consultant’s Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 6.

1. **Extension of Validity Period**

13.4 The Employer will make its best effort to complete the negotiations within the proposal’s validity period. However, should the need arise, the Employer may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals’ validity.

13.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

13.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

1. **Substitution of Key Experts**

13.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Employer together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

13.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Employer, such Proposal will be rejected with the prior Bank’s no objection.

1. **Sub-Contracting**

13.9 The Consultant shall not subcontract the whole of the Servicesunless otherwise indicated in the **Data Sheet**.

1. **Clarification and Amendment of RFP**

14.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals’ submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Employer’s address indicated in the **Data Sheet**. The Employer will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

14.1.1 At any time before the proposal submission deadline, the Employer may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

14.1.2 If the amendment is substantial, the Employer may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

14.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

1. **Preparation of Proposals – Specific Considerations**

15.1 While preparing the Proposal, the Consultant must give particular attention to the following:

15.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Employer prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member

15.1.2 The Employer may indicate in the **Data Sheet** the estimated Key Experts’ time input (expressed in person-month) or the Employer’s estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant’s own estimates for the same.

15.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

15.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts’ time input is not disclosed. Total available budget, exclusive of taxes*,* is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

1. **Technical Proposal Format and Content**

16.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

16.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP)or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section III of the RFP.

1. **Financial Proposal**

17.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section IV of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

1. **Price Adjustment**

17.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet.**

1. **Taxes**

17.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Employer’s country is provided in the **Data Sheet.**

1. **Currency of Proposal**

17.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

1. **Currency of Payment**

17.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

1. **Submission, Opening and Evaluation**
2. **Submission, Sealing, and Marking of Proposals**

18.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 11 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

18.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

18.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member’s authorized representative.

18.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

18.5 The signed Proposal shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail

18.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “**Technical Proposal**”, *“[Name of the Assignment]*”, reference number, name and address of the Consultant, and with a warning “**Do Not Open until** *[insert the date and the time of the Technical Proposal submission deadline]*.”

18.7 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “**Financial Proposal**” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “**Do Not Open With The Technical Proposal**.”

18.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “**Do Not Open Before** *[insert the time and date of the submission deadline indicated in the Data Sheet]*”.

18.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Employer will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

18.10 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Employer no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Employer after the deadline shall be declared late and rejected, and promptly returned unopened.

1. **Confidentiality**

19.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the information on the Intention to Award the Contract has been communicated to all Consultants on the short list, subject to ITC 32.

19.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Employer in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of current Bank’s sanctions procedures.

19.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the Employer or the Bank on any matter related to the selection process, it should do so only in writing.

1. **Opening of Technical Proposals**

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

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

1. **Proposals Evaluation**

21.1 Subject to provision of ITC 16.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its “no objection”, if applicable.

21.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 13.7. While evaluating the Proposals, the Employer will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

1. **Evaluation of Technical Proposals**

22.1 The Employer’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet.**

1. **Financial Proposals for QBS**

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

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

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

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

(i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;

(ii) provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion;

(iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and

(iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

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

1. their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
2. provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion;
3. their Financial Proposal will be opened at the public opening of Financial Proposals; and
4. notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

24.3 The opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation, described in ITC 24.1 and 24.2.

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

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

1. **Correction of Errors**

25.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

1. **Time-Based Contracts**

25.1.1 If a Time-Based contract form is included in the RFP, the Employer’s evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Employer’s evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

1. **Lump Sum Contracts**

25.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 26 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

1. **Taxes**

26.1 The Employer’s evaluation of the Consultant’s Financial Proposal shall exclude taxes and duties in the Employer’s country in accordance with the instructions in the **Data Sheet**.

1. **Conversion to a Single Currency**

27.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

1. **Combined Quality and cost Evaluation**
2. **Quality-and-Cost-Based Selection (QCBS)**

28.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

1. **Fixed-Budget Selection (FBS)**

28.2 In the case of FBS, those Proposals that exceed the budget indicated in **Data Sheet** 15.1.4 shall be rejected.

28.3 The Employer will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

1. **Least-Cost Selection**

28.4 In the case of Least-Cost Selection (LCS), the Employer will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

1. **Negotiations and Award**
2. **Negotiations**

29.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

29.2 The Employer shall prepare minutes of negotiations that are signed by the Employer and the Consultant’s authorized representative.

1. **Availability of Key Experts**

29.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 13. Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and the Employer proceeding to negotiate the Contract with the next-ranked Consultant.

29.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

1. **Technical negotiations**

29.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Employer’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

1. **Financial negotiations**

29.6 The negotiations include the clarification of the Consultant’s tax liability in the Employer’s country and how it should be reflected in the Contract.

29.6 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

29.7 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts’ remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Employer may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank

1. **Conclusion of Negotiations**

30.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Employer and the Consultant’s authorized representative.

30.2 If the negotiations fail, the Employer shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Employer shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank’s no objection, the Employer will invite the next-ranked Consultant to negotiate a Contract. Once the Employer commences negotiations with the next-ranked Consultant, the Employer shall not reopen the earlier negotiations.

1. **Standstill Period**

31.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC 34. The Standstill Period commences when the Employer has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

1. **Notification of Intention to Award**

32.1 The Employer shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

* + 1. the name and address of the Consultant with whom the Employer successfully negotiated a contract;
    2. the contract price of the successful Proposal;
    3. the names of all Consultants included in the short list, indicating those that submitted Proposals;
    4. where the selection method requires, the price offered by each Consultant as read out and as evaluated;
    5. the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;
    6. the final combined scores and the final ranking of the Consultants;
    7. a statement of the reason(s) why the recipient’s Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
    8. the expiry date of the Standstill Period; and
    9. instructions on how to request a debriefing and/or submit a complaint during the Standstill Period

1. **Notification of Intention to Award**

33.1 Upon expiry of the Standstill Period, specified in ITC 31.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall, send a notification of award to the successful Consultant, confirming the Employer’s intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the **Data Sheet**, the Employer shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

33.2 Within ten (10) Business Days from the date of notification of award such request, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

1. name and address of the Employer;
2. name and reference number of the contract being awarded, and the selection method used;
3. names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
4. names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor;
5. the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and.
6. successful Consultant’s Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 33.1.

33.3 The Contract Award Notice shall be published on the Employer’s website with free access if available, or in at least one newspaper of national circulation in the Employer’s Country, or in the official gazette. The Employer shall also publish the contract award notice in UNDB online.

1. **Debriefing by the Employer**

34.1 On receipt of the Employer’s Notification of Intention to Award referred to in ITC 32.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.

34.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Consultants of the extended standstill period.

34.3 Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the Standstill Period.

34.5 Debriefing of unsuccessful Consultants may be done in writing or through an information meeting, or both, at the option of the Employer. The Consultants shall bear their own costs of attending such a meeting.

1. **Signing of Contract**

35.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 31.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

35.2 The Consultant is expected to commence the assignment on the date and at the location specified **in the Data Sheet**.

1. **Complaints related to the Selection and Contracting of Consultants**

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

|  |  |
| --- | --- |
|  | Section III. Data Sheet *[Notes to Employer: insert the country if it is other than the Employer’s country. Please note that the country of the Applicable Law in the contract form should then be the same]*  *[Where an e-procurement system is used, modify the relevant parts of the DS to reflect the e-procurement process.]* |
|  | 1. **General Provisions** |
| **ITC 1(c)** | *[Insert the country if it is other than the Employer’s country. Please note that the country of the Applicable Law in the contract form should then be the same]* |
| **ITC (e)** | The Employer [*insert "shall use a" or "shall not use any"* ] electronic-procurement system to manage this RFB:  *[If an e-procurement system is used, insert name of the e-system and url address or link; if not used delete this and the next text]*  The electronic-procurement system shall be used to manage the following aspects of the procurement process:  *[list the aspects here and modify the relevant parts of the BDS accordingly e.g., issuing Bidding document, issuing amendments to the bidding documents, submissions of Bids, opening of Bids, etc.]* |
| **ITC 2.1** | Name of the Employer:    Method of selection: |
| **ITC 2.2** | Financial Proposal to be submitted together with Technical Proposal:  Yes No  The name of the assignment is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **ITC 2.3** | A pre-proposal conference will be held: Yes or No \_  *[If “Yes”, fill in the following:]*  Date of pre-proposal conference:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address:  Telephone:  E-mail:  Contact person/conference coordinator: *[insert name and title]* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **ITC 2.4** | The Employer will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:  *[list or state “N/A” if none]* |
| **ITC 3.2.1 (d)** | *[Indicate if there are additional conflicting relationships]* |
| **ITC 5.1** | *[If “Unfair Competitive Advantage” applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the shortlisted Consultants]* |
| **ITC 7.3.1** | A list of debarred firms and individuals is available at the Bank’s external website <http://www.iadb.org/integrity> |
|  | 1. **Preparation of Proposals** |
| **ITC 10.1** | This RFP has been issued in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ language.  *[The choice of languages is: Spanish, English, French, or Portuguese.]*  *[If the RFP is issued in two languages as agreed with the Bank, add the following text:*  In addition, the RFP is translated into the\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert national or nation-wide used]* language *[if there are more than one national language, add* “and in the \_\_\_\_\_\_\_\_\_\_\_\_” *[insert the second national language]*. Consultant has a choice of submitting the Proposal in any of the languages stated above. In case of winning, the Contract will be signed in the language of the Proposal which shall be the governing language of the Contract.  *[If the Employer’s country requires that contracts with local firms are signed in the national language only, add the following text:*  National Consultants should submit Proposal in \_\_\_\_\_\_\_\_\_\_\_*[national]* language in order to have the Contract signed (if awarded) in accordance with the requirements of *[include reference to the national legislation/regulation/law]*  *[If RFP is issued in one language only use the following text:*  Proposals shall be submitted in \_\_\_\_\_\_\_\_\_\_ language.  All correspondence exchange shall be in \_\_\_\_\_\_\_\_\_\_\_\_ language. |
| **ITC 11.1** | The Proposal shall comprise the following:  For FULL TECHNICAL PROPOSAL (FTP):  1st Inner Envelope with the Technical Proposal:   * + - * 1. Power of Attorney to sign the Proposal         2. TECH-1         3. TECH-2         4. TECH-3         5. TECH-4         6. TECH-5         7. TECH-6         8. TECH-7: Code of Conduct (ESHS) [***Note to the Employer: include this for supervision of civil works contracts:*** *The Consultant shall submit the Code of Conduct that will apply to the Consultant’s Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice and the Bank’s Environmental and Social Policy Framework[[3]](#footnote-3) when it is applicable. In addition, the Consultant shall submit an outline of how this Code of Conduct will be implemented. The successful Consultant shall be required to implement the agreed Code of Conduct upon contract award.]*   OR  For SIMPLIFIED TECHNICAL PROPOSAL (STP):  1st Inner Envelope with the Technical Proposal:   1. Power of Attorney to sign the Proposal 2. TECH-1 3. TECH-4 4. TECH-5 5. TECH-6 6. TECH-7: Code of Conduct (ESHS) *"**The Consultant shall submit the Code of Conduct that will apply to the Consultant’s Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice and the Bank’s Environmental and Social Policy Framework[[4]](#footnote-4)* *when it is applicable. In addition, the Consultant shall submit an outline of how this Code of Conduct will be implemented. The successful Consultant shall be required to implement the agreed Code of Conduct upon contract award."*] |
| **ITC 11.2** | Statement of Undertaking is required  Yes\_\_\_\_\_\_\_\_, or No \_\_\_\_\_\_\_\_\_\_  *[If Yes, make sure to include paragraph (i) in Form TECH-1]* |
| **ITC 12.1** | Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible  Yes \_\_\_\_\_\_\_\_\_ or No\_\_\_\_\_\_\_\_ |
| **ITC 13.1** | Proposals must remain valid for *[insert a number: normally between 30 and 90 days]* calendar days after the proposal submission deadline (i.e., until: *[insert the date]*). |
| **ITC 13.9** | *[Notes to Employer: Default provision is that subcontracting of the whole Services is not allowed. Any deviations from the default provisions and introduction of a scale to measure sub-contracting would require (a) prior agreement with the financing Bank, and (b) inserting description of specific requirements.]* |
| **ITC 14.1** | Clarifications may be requested no later than *[insert number]* days prior to the submission deadline.  The contact information for requesting clarifications is:    E-mail: |
| **ITC 15.1.1** | Shortlisted Consultants may associate with  (a) non-shortlisted consultant(s): Yes \_\_\_\_\_\_\_\_ or No \_\_\_\_\_\_  Or  (b) other shortlisted Consultants: Yes \_\_\_\_\_\_\_\_ or No \_\_\_\_\_\_ |
| **ITC 15.1.2** *[do not use for Fixed Budget method]* | *[If not used, state “Not applicable”. If used, insert the following:*  Estimated input of Key Experts’ time-input: \_\_\_\_\_\_\_\_\_\_\_person-months.  *[OR]*  Estimated total cost of the assignment:\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *[Indicate only either time input (in person-month) or total cost, but not both]* |
| **ITC 15.1.3** *[for time-based contracts only]* | *[If not used, state “Not applicable”. If used, insert the following:*  The Consultant’s Proposal must include the minimum Key Experts’ time-input of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_person-months.  For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:  The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant’s Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted. |
| **ITC 15.1.4 and ITC 28.2** *[use for Fixed Budget method]* | The total available budget for this Fixed-Budget assignment is: \_\_\_\_\_\_\_\_\_\_\_ (inclusive or exclusive of taxes). Proposals exceeding the total available budget will be rejected. |
| **ITC 16.2** | The format of the Technical Proposal to be submitted is:  FTP \_\_\_\_\_\_\_\_ or STP \_\_\_\_\_\_\_\_\_\_ *[check the applicable format]*  Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements. |
| **ITC 17.1** | *[A sample list is provided below for guidance. Items that are not applicable should be deleted; others may be added. If the Employer wants to set up maximum ceilings for unit rates of certain type of expenses, such ceilings should be indicated in the FIN forms:]*  *(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;*  *(2) cost of travel by the most appropriate means of transport and the most direct practicable route;*  *(3) cost of office accommodation, including overheads and back-stop support;*  *(4) communications costs;*  *(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;*  *(6) cost of reports production (including printing) and delivering to the Employer;*  *(7) other allowances where applicable and provisional or fixed sums (if any)]*  *(8) [insert relevant type of expenses, if/as applicable]* |
| **ITC 17.2** | A price adjustment provision applies to remuneration rates:  Yes \_\_\_\_\_\_\_\_ or No \_\_\_\_\_\_\_\_\_\_\_  *[Applies to all Time-Based contracts with a duration exceeding 18 months. In exceptional circumstances, can also apply to Lump-Sum contracts assignments longer than 18 months in duration with prior agreement with the Bank.]*  *[If “Yes”, specify whether it applies to foreign and/or local inflation]* |
| **ITC 17.3** | If the Employer has obtained a tax exemption applicable to the Contract, insert “The Employer has obtained an exemption for the Consultant from payment of \_\_\_\_\_\_\_\_\_\_\_ *[insert the tax description. E.g., VAT, or local indirect taxes, etc.]* In the Employer’s country as *per [insert reference to the applicable official source that issued an exemption].*  *[If there is no tax exemption in the Employer’s country, insert the following:*  “Information on the Consultant’s tax obligations in the Employer’s country can be found *[insert reference to the appropriate official source]*. “ |
| **ITC 17.4** | The Financial Proposal shall be stated in the following currencies:  Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.  The Financial Proposal should state local costs in the Employer’s country currency (local currency): Yes\_\_\_\_\_ or No\_\_\_\_\_\_\_\_\_. |
|  | 1. **Submission, Opening and Evaluation** |
| **ITC 18.1** | The Consultants *[insert “shall” or “shall not”]* have the option of submitting their Proposals electronically.  *[If “Yes”, insert: The electronic submission procedures shall be: [describe the submission procedure.]* |
| **ITC 18.5** | The Consultant must submit:  (a) Technical Proposal: one (1) original and \_\_\_\_\_ *[Insert number]* copies;  (b) Financial Proposal: one (1) original. |
| **ITC 18.6 and ITC 18.8** | The Proposals must be submitted no later than:  Date: \_\_\_\_day/month/year *[for example, 15 January 2011]*  Time: \_\_\_\_ *[insert time in 24h format, for example, “16:00 local time”]*    *[If appropriate, add translation of the warning marking [“Do not open....”] in the national language to the outer sealed envelope]*  The Proposal submission address is: |
| **ITC 20.1** | An online option of the opening of the Technical Proposals is offered: Yes \_\_\_\_or No\_\_\_\_\_\_\_\_  *[If yes, insert “The online opening procedure shall be: [describe the procedure for online opening of Technical Proposals.]*  The opening shall take place at:  *[Insert: “same as the Proposal submission address” OR insert and fill in the following:*  *Street Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *Floor, room number\_\_\_\_\_\_\_\_\_\_\_*  *City:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *Country:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Date: \_\_\_\_same as the submission deadline indicated in 18.6.  Time: \_\_\_\_ *[insert time in 24h format, for example – “16:00 local time*  *[The time should be immediately after the time for the submission deadline]* |
| **ITC 20.2** | In addition, the following information will be read aloud at the opening of the Technical Proposals \_\_\_\_\_\_\_\_ *[insert “N/A” or state what additional information will be read out and recorded in the opening minutes]* |
| **ITC 22.1** *[for FTP]* | Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals are:  Points  (i) Specific experience of the Consultants relevant to the assignment: *[0 - 10]*  *[Normally, sub-criteria are not provided]*  *(ii)* Adequacy of the proposed methodology and work plan  in responding to the Terms of Reference:  a) Technical approach and methodology *[Insert points]*  b) Work plan *[Insert points]*  c) Organization and staffing *[Insert points]*  Total points for criterion (ii): *[20 - 50]*  (iii) Key Experts qualifications and competence for the assignment:  a) Team Leader *[Insert points]*  b) *[Insert position or discipline as appropriate] [Insert points]*  c) *[Insert position or discipline as appropriate] [Insert points]*  d) *[Insert position or discipline as appropriate] [Insert points]*  e) *[Insert position or discipline as appropriate] [Insert points]*  Total points for criterion (iii): *[30 - 60]*  The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:  1) General qualifications *[Insert weight between 20% and 30%]*  2) Adequacy for the assignment *[Insert weight between 50% and 60%]*  3) Experience in region and language *[Insert weight between 10% and 20%]*  Total weight: 100%  (iv) Suitability of the transfer of knowledge (training) program:  *[Normally not to exceed 10 points. When transfer of knowledge is a particularly important component of the assignment, more than 10 points may be allocated, subject to Bank prior approval; the following sub-criteria may be provided]*  a) Relevance of training program *[Insert points]*  b) Training approach and methodology *[Insert points]*  c) Qualifications of experts and trainers *[Insert points]*  Total points for criterion (iv): *[0 – 10]*  (v) Participation by nationals among proposed Key Experts *[0 – 10]*  (not to exceed 10 points) *[Sub-criteria shall not be provided]*  Total points for the five criteria: 100]  The minimum technical score (St) required to pass is*: [Insert number]*  *[Notes to Employer: the indicative range is 70 to 85 on a scale of 1 to 100]* |
| **ITC 22.1** *[for STP]* | Criteria, sub-criteria, and point system for the evaluation of the Simplified Technical Proposals are:  Points  (i) Adequacy of the proposed technical approach, methodology  and work plan in responding to the Terms of Reference  *[Footnote:* *Consideration may also be given to the number of pages submitted as compared to the number recommended under paragraph 3.4 (c) (ii) of these instructions.]:*  *[20 – 40]*  (ii) Key Experts’ qualifications and competence for the assignment:  a) Team Leader *[Insert points]*  *b) [Insert position or discipline as appropriate] [Insert points]*  *c) [Insert position or discipline as appropriate] [Insert points]*  *d) [Insert position or discipline as appropriate] [Insert points]*  *e) [Insert position or discipline as appropriate] [Insert points]*  *Total points for criterion (ii): [60 - 80]*  The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:  1) General qualifications *[Insert weight between 20 and 30%]*  2) Adequacy for the assignment *[Insert weight between 50 and 60%]*  3) Experience in region and language *[Insert weight between 10 and 20%]*  Total weight: 100%  Total points for the two criteria: 100  The minimum technical score (St) required to pass is: *[Insert number]*  *[Notes to Employer: the indicative range is 70 to 85 on a scale of 1 to 100]* |
| **ITC 24.1** | An online option of the opening of the Financial Proposals is offered: Yes \_\_\_\_or No\_\_\_\_\_\_\_\_.  *[If yes, insert “The online opening procedure shall be: [describe the procedure for online opening of Financial Proposals.]* |
| **ITC 24.4** | An online option of the opening of the Financial Proposals is offered**:** Yes \_\_\_\_or No\_\_\_\_\_\_\_\_.  *[If yes, insert “*The online opening procedure shall be:*[describe the procedure for online opening of Financial Proposals.]* |
| **ITC 25.5** | Following the completion of the evaluation of the Technical Proposals, the Employer will notify all Consultants of the location, date and time of the public opening of Financial Proposals.  Any interested party who wishes to attend this public opening should contact [*insert name and contact details for responsible officer*] and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.  Alternatively, a notice of the public opening of Financial Proposals may be published on the Employer’s website, if available. |
| **ITC 26.1** | For the purpose of the evaluation, the Employer will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract’s invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Employer’s country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Employer on behalf of the Consultant. |
| **ITC 27.1** | The single currency for the conversion of all prices expressed in various currencies into a single one is*: [indicate local currency or fully convertible foreign currency*]  The official source of the selling (exchange) rate is:  The date of the exchange rate is:  *[The date shall not be earlier than four (4) weeks prior to the deadline for submission of proposals and no later than the date of the original validity of Proposals.]* |
| **ITC 28.1** *[QCBS only]* | The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.  The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:  Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.  *[or replace with another inversely proportional formula acceptable to the Bank]*  The weights given to the Technical (T) and Financial (P) Proposals are:  T =  *[Insert weight]*, and  P = \_\_\_\_\_\_\_*[Insert weight]*  Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%. |
|  | 1. **Negotiations and Award** |
| **ITC 29.1** | Expected date and address for contract negotiations:  Date: day/month/year *[for example, 15 January 2020]*  Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **ITC 33.1** | The successful Consultant *[shall] or [shall not]* submit the Beneficial Ownership Disclosure Form. |
| **ITC 35.2** | Expected date for the commencement of the Services:  Date: *[Insert month and year]* at: *[Insert location]* |
| **ITC 36.1** | The procedures for making a Procurement-related Complaint are detailed in the Procurement Policies for Goods and Works financed by the Inter-American Development Bank GN-2350-15. If a Consultant wishes to make a Complaint related to the selection and contracting of consultants, the Consultant should submit its complaint following these procedures, in writing (by the quickest means available, e.g., by email), to:  **For the attention**: *[insert full name of person receiving complaints]*  **Title/position**: *[insert title/position]*  **Employer**: *[insert name of Employer]*  **Email address***: [insert email address]* |

# Section IV. Technical Proposal – Standard Forms

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

###### **Checklist of Required Forms**

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

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

**Form TECH-1: Technical Proposal Submission Form**

*[Location, Date]*

To: *[Name and address of Employer]*

Dear Sirs:

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

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

OR

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

We hereby declare that:

1. 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 Employer and/or may be sanctioned by the Bank.
2. Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, 13.1.
3. We have no conflict of interest in accordance with ITC 4.
4. We meet the eligibility requirements as stated in ITC 7, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to prohibited practices as per ITC 6.
5. Except as stated in the Data Sheet, 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 13 and ITC 29.4 may lead to the termination of Contract negotiations.
6. Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
7. We do not have any outstanding sanctions from the Bank or any other International Financial Institution.
8. We will use our best efforts in assisting the Bank in any investigation.
9. *[Only if required by ITC 11.2 (Data Sheet 10.2), insert the following:* We hereby agree that in competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption and prohibited practices, including bribery, in force in the country of the Employer.*]*

We declare our commitment to practice environmental and social responsibility and comply with IDB’s Environmental and Social Policy Framework that include general and specific provisions regarding human rights, energy, and the environment, worker safety, labor, ethics, health and safety, management practices and other issues, not only with respect to our firm, which extends to the sub-contractors, sub-consultants.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Data Sheet 35.2.

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

Authorized Signature *[In full and initials]*:

Name and Title of Signatory:

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

In the capacity of:

Address:

Contact information (phone and e-mail):

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

**Form TECH-2: Consultant’s organization and experience**

**[For Full Technical Proposal Only]**

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

**A - Consultant’s Organization**

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

**B - Consultant’s Experience**

1. List only previous similar assignments successfully completed in the last *[.....]* years.

2. List only those assignments for which the Consultant was legally contracted as a company or was one of the joint venture partners. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Employer.

| **Duration** | **Assignment name/& brief description of main deliverables/outputs** | **Name of Employer & Country of Assignment** | **Approx. Contract value (in US$*)/* Amount paid to your firm** | **Role on the Assignment** |
| --- | --- | --- | --- | --- |
| *[e.g., Jan.2009– Apr.2010]* | *[e.g., “Improvement quality of...............”: designed master plan for rationalization of ........; ]* | *[e.g., Ministry of ......, country]* | *[e.g., US$1 mill/US$0.5 mill]* | *[e.g., Lead partner in a JV A&B&C]* |
| *[e.g., Jan-May 2008]* | *[e.g., “Support to sub-national government.....” : drafted secondary level regulations on..............]* | *[e.g., municipality of........., country]* | *[e.g., US$0.2 mil/US$0.2 mil]* | *[e.g., sole Consultant]* |

**Form TECH-3: Comments and suggestions on the Terms of Reference, counterpart staff, and facilities to be provided by the Employer**

**[For Full Technical Proposal Only]**

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

**A - On the Terms of Reference**

*[Improvements to the Terms of Reference, if any]*

**B - On Counterpart Staff and Facilities**

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

**Form TECH-4: Description of approach, methodology, and work plan in responding to the Terms of Reference**

**[For Full Technical Proposal Only]**

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

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

1. *Technical Approach and Methodology*
2. *Work Plan*
3. *Organization and Staffing]*

a) ***Technical Approach and Methodology.*** *[Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.]. [Note to Employer: Add the following text in civil works supervision contracts: “including labor, occupational and community health and safety, disasters and climate change, Indigenous Peoples, vulnerable groups, gender and sexual, sexual and gender-based violence (ESG), stakeholder participation, including the Environmental and Social aspects included in the Bank's Environmental and Social Policy Framework[[5]](#footnote-5).*

b) ***Work Plan.*** *[Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.]*

c) ***Organization and Staffing.*** *[Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.]*

**Form TECH-4: Description of approach, methodology, and work plan for performing the assignment**

**[For Simplified Technical Proposal Only]**

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

*[Suggested structure of your Technical Proposal]*

*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 Employer), 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 Employer. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.]*

**Form TECH-5: Work schedule and planning for deliverables**

**[For Full Technical Proposal and Simplified Technical Proposal]**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **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) .........................................* |  |  |  |  |  |  |  |  |  |  |  |  |
|  | *6) delivery of final report to Employer]* |  |  |  |  |  |  |  |  |  |  |  |  |
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| **D-2** | *[e.g., Deliverable #2:...............]* |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| **n** |  |  |  |  |  |  |  |  |  |  |  |  |  |
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1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Employer’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.

**Form TECH-6: Team composition, assignment, and key experts’ inputs**

**[For Full Technical Proposal and Simplified Technical Proposal]**

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

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

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

3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Employer’s country or any other country outside the expert’s country of residence.

Full time input

Part time input

**Form TECH-6 Curriculum Vitae (CV)**

**[Continued]**

|  |  |
| --- | --- |
| **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]*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**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 Employers 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** |
| *[e.g., May 2005-present]* | *[e.g., Ministry of ……, advisor/consultant to…*  *For references: Tel…………/e-mail……; Mr. Bbbbbb, deputy minister]* |  |  |
|  |  |  |  |
|  |  |  |  |

**Membership in Professional Associations and Publications:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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**Adequacy for the Assignment:**

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

**Experts 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 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 Employer, 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]*

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Yes** |  | **No** |
| (i) This CV correctly describes my qualifications and experience |  |  |  |
| (ii) I am employed by the Executing or the Implementing Agency |  |  |  |
| (iii) I was part of the team who wrote the terms of reference for this consulting services assignment |  |  |  |
| (iv) I am not currently debarred by a multilateral development bank (If yes, identify who) |  |  |  |

I certify that I have been informed by the firm that it is including my CV in the Proposal for the *[name of project and contract*]. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.

*OR*

*[If CV is signed by the firm’s authorized representative and the written agreement attached]*

I, as the authorized representative of the firm submitting this Proposal for the *[name of project and contract*], certify that I have obtained the consent of the named expert to submit his/her CV, and that I have obtained a written representation from the expert that s/he will be available to carry out the assignment in accordance with the implementation arrangements and schedule set out in the Proposal.

**Form TECH-7 (for Full Technical Proposal Only)**

***[Note to Employer: include this requirement for supervision of civil works contracts.]***

**Code of Conduct**

**Environmental, Social, Health and Safety (ESHS)**

The Consultant shall submit the Code of Conduct that will apply to the Consultant’s Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice and the Bank’s Environmental and Social Policy Framework when it is applicable, as may be more fully described in the Term of Reference described in Section VII.

The Consultant shall submit an outline of how the Code of Conduct will be implemented.

**Form TECH-7 (for Simplified Technical Proposal Only)**

***[Note to Employer: include this requirement for supervision of civil works contracts*.]**

**Code of Conduct**

**Environmental, Social, Health and Safety (ESHS)**

The Consultant shall submit the Code of Conduct that will apply to the Consultant’s Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice and the Bank’s Environmental and Social Policy Framework when it is applicable, as may be more fully described in the Term of Reference described in Section VII.

The Consultant shall submit an outline of how the Code of Conduct will be implemented.

# Section V. Financial Proposal - Standard Forms

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remunerationincluding Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method

FIN-4 Reimbursable expenses

**Form FIN-1: Financial Proposal Submission Form**

*[Location, Date]*

To: *[Name and address of Employer]*

Dear Sirs:

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

Our attached Financial Proposal is for the amount of *[Indicate the corresponding to the amount(s) currency(ies)] [Insert amount(s) in words and figures]*, *[Insert “including” or “excluding”] of all indirect local taxes in accordance with Data Sheet 26.2.* The estimated amount of local indirect taxes is *[Insert currency] [Insert amount in words and figures]* which shall be confirmed or adjusted, if needed, during negotiations*. [Please note that all amounts shall be the same as in Form FIN-2].*

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Data Sheet 13.1.

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name and Address of Agent(s)/Other party |  | Amount and Currency |  | Purpose |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

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

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

Authorized Signature *[In full and initials]*:

Name and Title of Signatory:

In the capacity of:

Address:

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Form FIN-2: Summary of Costs**

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

Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 17.4).

**Form FIN-3 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 Employer. This Form shall not be used as a basis for payments under Lump-Sum contracts

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

**Appendix A. Financial Negotiations - Breakdown of Remuneration Rates**

1. **Review of Remuneration Rates**
   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.
   2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
   3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Employer is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
   4. Rate details are discussed below:
2. 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).
3. 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.
4. 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.
5. 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:

Leave cost as percentage of salary = 

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 Employer is not charged for the leave taken.

1. 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 Employer 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.
2. 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.
3. 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 Charges1* | *Overhead1* | *Subtotal* | *Profit2* | *Away from Home Office Allowance* | *Proposed Fixed Rate per Working Month/Day/Hour* | *Proposed Fixed Rate per Working Month/Day/Hour1* |
| *Home Office* | |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| *Employer’s Country* | |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |

*\* 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 Employer. This form shall not be used as a basis for payments under Lump-Sum contracts

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **B. *Reimbursable Expenses*** | | | | | | | | |
| **N°** | **Type of Reimbursable Expenses** | **Unit** | **Unit Cost** | **Quantity** | [*Currency # 1- as in FIN-2]* | [*Currency # 2- as in FIN-2]* | *[Currency# 3- as in FIN-2]* | [*Local Currency- as in FIN-2]* |
|  | *[e.g., Per diem 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 Employer’s personnel – if required in TOR]* |  |  |  |  |  |  |  |
| Total Costs | | | | |  |  |  |  |

Legend*:*

# Section VI. Eligible Countries

**Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement**

***Note:*** *In these documents, references to Bank include both, the IDB, Bid Lab, as well as any fund administered by the Bank*

*Next, 2 options of number 1) are shown, for the User to choose the one that is appropriate, according to the source of financing. This source may be the Inter-American Development Bank (IDB), the Bid Lab or, occasionally, contracts can be financed by special funds that could include different criteria for eligibility to a particular group of member countries. When the last option is selected, the eligibility criteria should be mentioned therein:*

*------------------------------------------------*

***1) List of Member Countries and Territories when the Inter-American Development Bank is financing:***

*Argentina, Austria, Bahamas, Barbados, Belgium, Belize, Bolivia, Brazil, Canada, Colombia, Costa Rica, Chile, Croatia, Denmark, Dominican Republic, Ecuador, El Salvador, Finland, France, Germany, Guatemala, Guyana, Haiti, Honduras, Israel, Italy, Jamaica, Japan, Mexico, Netherlands, Nicaragua, Norway, Panama, Paraguay, People’s Republic of China, Peru, Portugal, Republic of Korea, Slovenia, Spain, Suriname, Sweden, Switzerland, Trinidad & Tobago, United Kingdom, United States, Uruguay and Venezuela.*

***Eligible Territories***

* + - 1. *Guadeloupe, French Guiana, Martinique, Reunion – as Departments of France*
      2. *U.S. Virgin Islands, Puerto Rico, Guam – as Territories of the USA*
      3. *Aruba – as a constituent country of the Kingdom of the Netherlands; and Bonaire, Curacao, Saint Marten, Saba, St Eustatius – as Departments of the Kingdom of the Netherlands*
      4. *Hong Kong – as a Special Administrative Region of the People’s Republic of China*

----------------------------------------------

1) List of Countries when a Fund administered by the Bank is financing

**(Include the list of countries)]**

-------------------------------------------------

2) Nationality and origin of Goods and Services Criteria

These policy provisions make it necessary to establish criteria to determine: a) the nationality of the firms and individuals eligible to bid or participate in a bank-financed contract and b) the country of origin of goods, and services. For these determinations, the following criteria shall be used:

**A) Nationality**.

a) **An individual** is considered to be a national of a member country of the Bank if he or she meets either of the following requirements:

1. is a citizen of a member country; or
2. has established his/her domicile in a member country as a “bona fide” resident and is legally entitled to work in the country of domicile.

b) **A firm** is considered to have the nationality of a member country if it meets the two following requirements:

1. is legally constituted or incorporated under the laws of a member country of the Bank; and
2. more than fifty percent (50%) of the firm’s capital is owned by individuals or firms from member countries of the Bank.

All members of a JVCA and all subcontractors must meet the nationality criteria set forth above.

**B) Origin of Goods.**

Goods have their origin in a member country of the Bank if they have been mined, grown, harvested, or produced in a member country of the Bank. A good has been produced when through manufacture, processing or assembly another commercially recognized article results that differs substantially in its basic characteristics, function or purpose of utility from its parts or components.

For a good consisting of several individual components that need to be interconnected (either by the supplier, the Employer or by a third party) to make the good operative and regardless of the complexity of the interconnection, the Bank considers that such good is eligible for financing if the assembly of the components took place in a member country, regardless of the origin of the components. When the good is a set of several individual goods that are normally packaged and sold commercially as a single unit, the good is considered to originate in the country where the set was packaged and shipped to the Employer.

For purpose of origin, goods labeled “made in the European Union” shall be eligible without the need to identify the corresponding specific country of the European Union.

The origin of materials, parts or components of the goods or the nationality of the firm that produces, assembles, distributes or sells the goods, does not determine the origin of the goods.

**C) Origin of Services.**

The country of origin of services is that of the individual or firm providing the services as determined under the nationality criteria set forth above. These criteria apply to services ancillary to the supply of goods (such as transportation, insurance, erection, assembly, etc.), to construction services and to consulting services.

.

**Section VII. Terms of Reference**

1. Background \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Objective(s) of the Assignment \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Scope of Services, Tasks (Components) and Expected Deliverables

3.1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.2 *[indicate if downstream work is required]*

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

*3.4 [indicate any sustainable procurement requirements that apply]*

*3.5* ***[Note to Employer: For ESHS, the scope of services of the consultant for civil works supervision should be based on the following:***

*Ensure that the Contractor’s ESHS performance is in accordance with good international industry practice and the Bank’s Environmental and Social Policy Framework and delivers the Contractor’s ESHS obligations.*

*The ESHS related services include but are not limited to:*

1. *review and approve the Contractor’s Environment and Social Management Plan (C-ESMP) and Environment and Social Management System (ESMS), including all updates and revisions (not less than once every 6 months);*
2. *review and approve ESHS provisions of method statements, implementation plans, GBV/SEA prevention and response action plan, drawings, proposals, schedules and all relevant Contractor’s documents;*
3. *review and consider the ESHS risks and impacts of any design change proposals and advise if there are implications for compliance with ESIA, ESMP, consent/permits and other relevant project requirements;*
4. *undertake audits, supervisions and/or inspections of any sites where the Contractor is undertaking activities related to the Works, to verify the Contractor’s compliance with ESHS requirements including its GBV/SEA obligations, with and without contractor and/or Employer relevant representatives, as necessary, but not less than once per month*
5. *undertake audits and inspections of Contractor’s accident logs, community liaison records, monitoring findings and other ESHS related documentation, as necessary, to confirm the Contractor’s compliance with ESHS requirements;*
6. *agree remedial action/s and their timeframe for implementation in the event of a noncompliance with the Contractor’s ESHS obligations;*
7. *ensure appropriate representation at relevant meetings including site meetings, and progress meetings to discuss and agree appropriate actions to ensure compliance with ESHS obligations;*
8. *check that the Contractor’s actual reporting (content and timeliness) is in accordance with the Contractor’s contractual obligations;*
9. *review and critique, in a timely manner, the Contractor’s ESHS documentation (including regular reports and incident reports) regarding the accuracy and efficacy of the documentation;*
10. *undertake liaison, from time to time and as necessary, with project stakeholders to identify and discuss any actual or potential ESHS issues;*
11. *establish and maintain a grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of GBV/SEA.*
12. *ensure any GBV/SEA instances and complaints that come to the attention of the consultant are registered in the grievance redress mechanism*
13. *[add any other tasks as appropriate].*

***4. Team Composition & Qualification Requirements for the Key Experts (and any other requirements which will be used for evaluating the Key Experts under Data Sheet 22.1 of the ITC)***

***[Note to Employer: For supervision of civil works contracts,*** *Key Expert/s with sufficient qualifications and experience to provide Environment, Social* (including sexual exploitation and abuse and gender-based violence (SGBV))*, Health and Safety [ESHS] oversight shall be required. The Key Expert/s academic and professional qualifications and experience to recognize and to deliver good international industry practice with respect to Environment, Social* (including sexual exploitation and abuse (SEA) and gender-based violence (SGBV))*, Health and Safety (ESHS) should be specified here. The same expert positions should be included for evaluation in ITC* 22.1].

***5. Reporting Requirements and Time Schedule for Deliverables***

*[At a minimum, list the following:*

1. *format, frequency, and contents of reports;*
2. *number of copies, and requirements to electronic submission (or on CD ROM). Final reports shall be delivered in CD ROM in addition to the specified number of hard copies;*
3. *dates of submission;*
4. *persons (indicate names, titles, submission address) to receive them; etc.*

*If the Services consist of or include the* ***supervision of civil works****, include the following on ESHS reporting:*

1. *“The Consultant shall provide immediate notification to the Employer should any incident in the following categories occur while carrying out the Services. Full details of such incidents shall be provided to the Employer within the timeframe agreed with the Employer.*
   * + 1. *confirmed or likely violation of any law or international agreement;*
       2. *any fatality or serious (lost time) injury;*
       3. *significant adverse effects or damage to private property (e.g. vehicle accident); or*
       4. *any* *allegation of gender-based violence (SGBV), sexual harassment or sexual misbehavior, rape, sexual assault, child abuse or defilement, or other violations involving children,*
2. *Ensure that contractor immediate notifications on ESHS aspects are shared with the Employer immediately;*
3. *Immediately inform and share with the Employer any immediate notification related to ESHS incidents provided to the Consultant by the Contractor, and as required of the Contractor as part of the Progress Reporting;*
4. *Share with the Employer in a timely manner the Contractor’s ESHS metrics, as required of the Contractor as part of the Progress Reports.”*

***6. Employer’s Input and Counterpart Personnel***

*(a) Services, facilities and property to be made available to the Consultant by the Employer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [list/specify]*

*(b) Professional and support counterpart personnel to be assigned by the Employer to the Consultant’s team: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [list/specify]*

***7. Environmental and Social Policy***

***[Note to Employer: for supervising civil works contracts:***

*The Employer should attach or refer to the Employer’s environmental, social, health and safety policies that will apply to the project. If these are not available, the Employer should use the following guidance in drafting an appropriate policy for the Works.*

**Suggested content for an Environmental and Social Policy (Statement)**

*The Works’ policy goal, as a minimum, should be stated to integrate environmental protection, occupational and community health and safety, gender, equality, child protection, vulnerable people (including those with disabilities), sexual harassment, gender-based violence (GBV), sexual exploitation and abuse (SEA), HIV/AIDS awareness and prevention and wide stakeholder engagement in the planning processes, programs, and activities of the parties involved in the execution of the Works. The Employer is advised to consult with the IDB to agree the issues to be included which may also address: climate adaptation, land acquisition and resettlement, indigenous people*, etc. *The policy should set the frame for monitoring, continuously improving processes and activities and for reporting on the compliance with the policy.*

*The policy shall include a statement that, for the purpose of the policy and/or code of conduct, the term “child” / “children” means any person(s) under the age of 18 years.*

*The policy should, as far as possible, be brief but specific and explicit, and measurable, to enable reporting of compliance with the policy and reporting requirement.*

*As a minimum, the policy is set out to the commitments to:*

1. *apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;*
2. *provide and maintain a healthy and safe work environment and safe systems of work;*
3. *protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;*
4. *ensure that terms of employment and working conditions of all workers engaged in the Works meet the requirements of the ILO labour conventions to which the host country is a signatory;*
5. *be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for GBV, inhumane treatment, sexual activity with children, and sexual harassment;*
6. *incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of the Works;*
7. *work co-operatively, including with end users of the Works, relevant authorities, contractors and local communities;*
8. *engage with and listen to affected persons and organizations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;*
9. *provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation, and protects whistleblowers;*
10. *minimize the risk of HIV transmission and to mitigate the effects of HIV/AIDS associated with the execution of the Works;*

*The policy should be signed by the senior manager of the Employer. This is to signal the intent that it will be applied rigorously.*

***8. Labor Management Policies and Procedures including a Code of Conduct***

***[Note to Employer: for supervision of civil works contracts:***

*A minimum requirement for the Labor Management Policies and Procedures including a Code of Conduct should be set out by the Employer, taking into consideration the issues, impacts, and mitigation measures identified, for example, in:*

* *project reports e.g. ESIA/ESMP*
* *any particular SGBV/requirements*
* *consent/permit conditions (regulatory authority conditions attached to any permits or approvals for the project)*
* *required standards including the IDB Environmental and Social Policy Framework*
* *relevant international conventions, standards or treaties, etc., national, legal and/or regulatory requirements and standards (where these represent higher standards than the IDB’s Environmental and Social Policy Framework)*
* *relevant standards e.g. Workers’ Accommodation: Process and Standards (IDB’s Environmental and Social Policy Framework)*
* *relevant sector standards e.g. workers’ accommodation*
* *stakeholder engagement plan and grievance redress mechanisms.*

*The types of issues identified could include. risks associated with: labor influx, spread of communicable diseases, sexual harassment, gender-based violence, illicit behavior and crime, and* maintaining *a safe environment etc.]*

*[Amend the following instructions to the Consultant taking into account the above considerations.]*

*A satisfactory code of conduct will contain obligations on all Consultant’s Experts that are suitable to address the following issues, as a minimum. Additional obligations may be added to respond to particular concerns of the region, the location and the project sector or to specific project requirements.* *The code of conduct shall contain a statement that the term “child” / “children” means any person(s) under the age of 18 years.*

The issues to be addressed include:

1. Compliance with applicable laws, rules, and regulations
2. Compliance with applicable health and safety requirements to protect the local community (including vulnerable and disadvantaged groups), the Consultant’s Experts, the Employer’s personnel, and the Contractor’s personnel, including sub-contractors and day workers (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment)
3. The use of illegal substances
4. Non-Discrimination in dealing with the local community (including vulnerable and disadvantaged groups), the Consultant’s Experts, the Employer’s personnel, and the Contractor’s personnel, including sub-contractors and day workers (for example, on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status)
5. Interactions with the local community(ies), members of the local community (ies), and any affected person(s) (for example to convey an attitude of respect, including to their culture and traditions)
6. Sexual harassment (for example to prohibit use of language or behavior, in particular towards women and/or children, that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate)
7. Violence, including sexual and/or gender-based violence (for example acts that inflict physical, mental or sexual harm or suffering, threats of such acts, coercion, and deprivation of liberty
8. Exploitation including sexual exploitation and abuse (for example the prohibition of the exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading behavior, exploitative behavior or abuse of power)
9. Protection of children (including prohibitions against sexual activity or abuse, or otherwise unacceptable behavior towards children, limiting interactions with children, and ensuring their safety in project areas)
10. Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)
11. Avoidance of conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favors, are not provided to any person with whom there is a financial, family, or personal connection)
12. Respecting reasonable work instructions (including regarding environmental and social norms)
13. Protection and proper use of property (for example, to prohibit theft, carelessness or waste)
14. Duty to report violations of this Code
15. Non-retaliation against personnel who report violations of the Code, if that report is made in good faith

*The Labor Management Policies and Procedures including a Code of Conduct should be written in plain language and signed by each Expert to indicate that they have:*

1. *received a copy of the code;*
2. *had the code explained to them;*
3. *acknowledged that adherence to this Code of Conduct is a condition of employment; and*
4. *understood that violations of the Code can result in serious consequences, up to and including dismissal, or referral to legal authorities.*

*A copy of the code shall be displayed in the Engineer’s office. It shall be provided in appropriate languages.*

9. . Team Composition & Qualification Requirements for the Key Experts (and any other requirements which will be used for evaluating the Key Experts under Data Sheet 22.1 of the ITC)

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 (or on CD ROM). Final reports shall be delivered in CD ROM in addition to the specified number of hard copies;

(c) dates of submission;

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

*[If no reports are to be submitted, state here “Not applicable.”]*

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

10. . Employer’s Input and Counterpart Personnel

(a) Services, facilities and property to be made available to the Consultant by the Employer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[list/specify]*

(b) Professional and support counterpart personnel to be assigned by the Employer to the Consultant’s team: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[list/specify]*

# PART II

# Section VIII. Conditions of Contract

**Foreword**

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

**STANDARD FORM OF CONTRACT**

# CONSULTANT’S SERVICES: TIME-BASED

**Preface**

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Employer and the Consultant, the General Conditions of Contract (GCC), the Special Conditions of Contract (**SCC**); and the Appendices.
2. The General Conditions of Contract shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

**Contract for Consultant’s Services**

**Time-Based**

**Project Name** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Loan No.**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contract No.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**between**

***[Name of the Employer]***

**and**

***[Name of the Consultant]***

Dated:

# I. Form of Contract – Time-Based

*(Text in brackets [ ] is indicative of required project-specific information; 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 Employer]* (hereinafter called the “Employer”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[****Note****: If the Consultant consist of more than one entity, the above should be partially amended to read as follows:* “…(hereinafter called the “Employer”) 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 Employer for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).*]*

WHEREAS

(a) the Employer 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 Employer 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 Employer has received *[or has applied for]* a loan from the Inter-American Development Banktoward the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Employer and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the loan agreement, including prohibitions of withdrawal from the loan 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 Employer shall derive any rights from the loan agreement or have any claim to the loan proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

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

(a) The General Conditions of Contract(including Attachment 1 “Bank Policy – Prohibited Practices);

(b) The Special Conditions of Contract;

(c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Reimbursable Cost Estimates

Appendix E: Form of Advance Payments Guarantee

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

2. The mutual rights and obligations of the Employer 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 Employer shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of *[Name of Employer]*

*[Authorized Representative of the Employer – name, title and signature]*

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

*[Authorized Representative of the Consultant – name and signature]*

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

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

*[Name of the lead member]*

*[Authorized Representative on behalf of a Joint Venture]*

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

# II. General Conditions of Contract – Time Based

1. **General Provisions**
2. **Definitions**
3. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
4. “Applicable Policies” means [Policies for the Selection and Contracting of Consultants Financed by the Inter-American Development Bank](http://idbdocs.iadb.org/wsdocs/getdocument.aspx?DOCNUM=774394)*.*
5. “Applicable Law” means the laws and any other instruments having the force of law in the Employer’s country, or in such other country as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.
6. “Bank” means the Inter-American Development Bank.
7. “Borrower” means the Government, Government agency or other entity that signs the loan contract with the Bank.
8. “Employer” means theexecuting agency that signs the Contract for the Services with the Selected Consultant.
9. “Consultant” means a legally-established professional consulting firm or entity selected by the Employer to provide the Services under the signed Contract.
10. “Contract” means the legally binding written agreement signed between the Employer and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (**SCC**), and the Appendices).
11. “Day” means a working day unless indicated otherwise.
12. “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
13. “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.
14. “Foreign Currency” means any currency other than the currency of the Employer’s country.
15. “GCC” mean these General Conditions of Contract.
16. “Government” means the government of the Employer’s country.
17. “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 Employer for the performance of the Contract.
18. “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.
19. “Local Currency” means the currency of the Employer’s country.
20. “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.
21. “Party” means the Employer or the Consultant, as the case may be, and “Parties” means both of them.
22. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
23. “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
24. “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.
25. “Third Party” means any person or entity other than the Government, the Employer, the Consultant or a Sub-consultant.
26. **Relationship between the Parties**
27. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Employer and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder
28. **Law Governing Contract**
29. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
30. **Language**
31. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
32. **Headings**
33. The headings shall not limit, alter or affect the meaning of this Contract.
34. **Communications**
35. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
36. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
37. **Location**
38. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Employer may approve.
39. **Authority of Member in Charge**
40. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant’s rights and obligations towards the Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer.
41. **Authorized Representatives**
42. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Employer or the Consultant may be taken or executed by the officials specified in the **SCC**.
43. **Prohibited Practices**

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| --- |
| 1. The Bank requires that all Borrowers (including grant beneficiaries), Executing Agencies and Contracting Agencies, including members of its personnel, as well as all firms, entities and individuals participating in a Bank-financed activity acting as, inter alia, bidders, proposers, suppliers, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires (including their respective officers, employees and representatives or agents, irrespective of whether the agency is express or implied), adhere to the highest ethical standards, and report to the Bank[[6]](#footnote-6) all suspected acts of Prohibited Practices of which they have knowledge or become aware both, during the bidding process and throughout the negotiation or execution of a contract. Prohibited Practices are: (i) corrupt practices; (ii) fraudulent practices; (iii) coercive practices; (iv) collusive practices; (v) obstructive practices; and (vi) misappropriation of funds. The Bank has established mechanisms to report allegations of Prohibited Practices. Any allegation shall be submitted to the Bank’s Office of Institutional Integrity (OII) for the appropriate investigation. The Bank has adopted procedures to sanction those who have incurred in Prohibited Practices. The Bank also entered into an agreement with other International Financial Institutions (IFIs) to mutually recognize debarment decisions. |
| * + 1. For the purposes of this provision, the definitions of Prohibited Practices are as follows:   (i) “*corrupt practice*” is the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;  (ii) “*fraudulent practice*” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a 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 influencing 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  (i) destroying, falsifying, altering or concealing of evidence material to an IDB Group investigation, or making false statements to investigators with the intent to impede an IDB Group investigation;  (ii) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to an IDB Group investigation or from pursuing the investigation, or  (iii) acts intended to impede the exercise of the IDB Group’s contractual rights of audit or inspection provided for under Clause 10.1(f) below or access to information; and  (vi) “*misappropriation*” is the use of IDB Group financing or resources for an improper or unauthorized purpose, committed either intentionally or through reckless disregard. |
| * + 1. If, the Bank determines that at any stage of the procurement or implementation of a contract the Borrower (including beneficiaries of grants), Executing Agencies, Contracting Agencies, any firm, entity or individual participating in a Bank-financed activity as, *inter alia*, bidders, proposers, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, goods or service providers, concessionaires, (including their respective officers, employees and representatives or agents irrespective of whether the attribution is express or implied) engaged in a Prohibited Practice during the award or implementation of the contract, the Bank may:   (i) not finance any proposal to award a contract for works, goods or services, and consulting services;  (ii) suspend disbursement of the operation if it is determined at any stage that an employee, agent or representative of the Borrower, Executing Agency or Employer has engaged in a Prohibited Practice;  (iii) declare Misprocurement and cancel, and/or accelerate repayment of the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures (including, *inter alia*, providing adequate notice to the Bank upon learning of the Prohibited Practice) within a time period which the Bank considers reasonable;  (iv) issue the firm, entity or individual a reprimand in the form of a formal letter of censure for its behavior;  (v) declare that a firm, entity, or individual is ineligible, either permanently or for a stated period of time, to participate and/or be awarded additional contracts financed with IDB Group resources;  (vi) impose other sanctions that it deems to be appropriate, among others, the restitution of funds and of fines equivalent to the reimbursement for costs associated with investigations and proceedings contemplated in the Sanctions Procedures. Such other sanctions may be imposed in addition to or in lieu of the sanctions referred above (the “abovementioned” sanctions are reprimand and debarment/ineligibility);  (vii) extend the sanctions imposed on any individual, entity or firm that, directly or indirectly, owns or controls a sanctioned entity, is owned or controlled by a sanctioned entity or is the object of common ownership or control with a sanctioned entity, as well as to officials, employees, affiliates or representatives or agents of a sanctioned entity who also own a sanctioned entity and / or exercise control over a sanctioned entity, even if it has not been concluded that those parties directly incurred in a Prohibited Practice; and/or  (viii) refer the matter to appropriate law enforcement authorities. |
| * + 1. The provisions of Clause 10.1 (b) (i) and (ii) shall also be applicable when such parties have been temporarily suspended from eligibility to be awarded additional contracts pending a final outcome of a sanction proceeding, or otherwise. |
| * + 1. The imposition of any action to be taken by the Bank pursuant to the provisions referred to above may be made public.     2. Pursuant to the Agreement for Mutual Enforcement of Debarment Decisions entered into with other IFIs, any firm, entity or individual bidding for or participating in a Bank-financed activity or acting as bidders, proposers, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, personnel of the Borrower (including grant Beneficiaries), Executing Agencies or Contracting Agencies, (including their respective officers, employees, representatives and agents, irrespective of whether the attribution is expressed or implied) may be subject to a sanction. For purposes of this paragraph the term “sanction” shall mean any debarment, conditions on future contracting or any publicly-disclosed action taken in response to a violation of an IFI’s applicable framework for addressing allegations of Prohibited Practices. |
| * + 1. The Bank requires that all applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, officers or employees, sub-contractors, service providers and concessionaires permit the Bank to inspect accounts, records and other documents relating to the submission of bids and contract performance as well as to have them audited by personnel appointed by the Bank. Applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires shall fully assist the Bank with its investigation. The Bank also requires that all applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires: (i) maintain all documents and records related to the Bank-financed activities for seven (7) years after completion of the work contemplated in the relevant contract; (ii) deliver any document necessary for the investigation of allegations of Prohibited Practices; and (iii) ensure that employees, representatives or agents of the applicants, bidders, proposers, suppliers and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers or concessionaires who have knowledge that the Bank financed the activities to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or consultant relating to the investigation. If the applicant, bidder, supplier and its representative or agent, contractor, consultant, personnel, sub-contractor, sub-consultant, service provider or concessionaire fails to cooperate and/or comply with the Bank’s request, or otherwise obstructs the investigation, the Bank, discretionally, may take appropriate action against the applicant bidder, supplier and its agent or representative, contractor, consultant, personnel, sub-contractor, service provider or concessionaire. |
| * + 1. If the Borrower procures goods or services, works or consulting services directly from a specialized agency, all provisions regarding Prohibited Practices and to the correspondent sanctions shall apply in their entirety to applicants, bidders, proposers, suppliers and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, and concessionaires, (including their respective officers, employees, and representatives or agents, irrespective of whether the agency is express or implied), or to any other entities that signed contracts with such specialized agency to supply such goods, works, or non-consulting services in connection with the Bank-financed activities. The Bank will retain the right to require the Borrower to invoke remedies such as contract suspension or termination. Specialized agencies shall consult the Bank’s list of suspended or debarred firms and individuals. In the event a specialized agency signs a contract or purchase order with a firm or an individual suspended or debarred by the Bank, the Bank will not finance the related expenditures and will apply other remedies as appropriate. |

1. The Consultants, including in all cases, the directors, key personnel, principal shareholders, proposed personnel and agents represent and guarantee:

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| --- |
| * + 1. that has read and understood the Bank’s definition of Prohibited Practices and the applicable sanctions pursuant to the Sanctions Procedures; |
| * + 1. that they have not engaged in any Prohibited Practice as set forth herein during the selection, negotiation, adjudication or execution of this contract; |
| * + 1. that has not misrepresented or concealed any material facts during the procurement or contract negotiation processes or during the performance of the contract; |
| * + 1. that neither they nor their representatives or agents, sub-contractors, sub-consultants, directors, key personnel or principal shareholders have been declared ineligible to be awarded a contract by the Bank |
| * + 1. that all commissions, representative or agents’ fees, facilitating payments or revenue-sharing agreements related to the Bank-financed activities have been disclosed; and     2. that they acknowledge that the breach of any of these representations may constitute a basis for the adoption by the Bank of one or more of the measures set forth in Clause 10.1 (b). |

**Commissions and Fees**

1. The Employer requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents, or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions**,** gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.
2. **Commencement, Completion, Modification and Termination of Contract**
3. **Effectiveness of Contract**
4. This Contract shall come into force and effect on the date (the “Effective Date”) of the Employer’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
5. **Termination of Contract for Failure to Become Effective**
6. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
7. **Commencement of Services**
8. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
9. **Expiration of Contract**
10. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
11. **Entire Agreement**
12. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
13. **Modifications or Variations**
14. 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.
15. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
16. **Force Majeure**
17. **Definition**
18. 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.
19. 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.
20. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
21. **No Breach of Contract**
22. The failure of a Party to fulfill 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.
23. **Measures to be Taken**
24. 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.
25. 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.
26. 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.
27. 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 Employer, shall either:
28. demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Employer, in reactivating the Services; or
29. 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.
30. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 & 49.
31. **Suspension**
32. The Employer may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.
33. **Termination**
34. This Contract may be terminated by either Party as per provisions set up below:
35. **By the Employer**
36. The Employer 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 Employer 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):
37. If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
38. 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;
39. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;
40. 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;
41. If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
42. If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13
43. Furthermore, if the Employer determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract
44. **By the Consultant**
45. The Consultant may terminate this Contract, by not less than thirty (30) calendar days’ written notice to the Employer, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.
46. If the Employer fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 49.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
47. 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.
48. If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
49. If the Employer 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 notice specifying such breach
50. **Cessation of Rights and Obligations**
51. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.
52. **Cessation of Services**
53. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19 (a) or GCC 19 (b), 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 Employer, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
54. **Payment upon Termination**
55. Upon termination of this Contract, the Employer shall make the following payments to the Consultant:
56. remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;
57. in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, 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.
58. **Obligations of the Consultant**
59. **General**
60. **Standard of Performance**
61. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Employer, and shall at all times support and safeguard the Employer’s legitimate interests in any dealings with the third parties.
62. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
63. 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 Employer. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.
64. **Law Applicable to Services**
65. 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.
66. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Employer’s country when
67. as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or
68. 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.
69. The Employer shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
70. **Conflict of Interest**
71. The Consultant shall hold the Employer’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
72. **Consultant Not to Benefit from Commissions, Discounts, etc.**
73. The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GCC 21.1.3, 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.
74. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Employer on the procurement of goods, works or services, the Consultant shall comply with the Bank’s Applicable Policies, and shall at all times exercise such responsibility in the best interest of the Employer. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Employer.
75. **Consultant and affiliates Not to Engage in Certain Activities**
76. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**.
77. **Prohibition of Conflicting Activities**
78. 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.
79. **Strict Duty to Disclose Conflicting Activities**
80. 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 Employer, 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.
81. **Confidentiality**
82. Except with the prior written consent of the Employer, 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.
83. **Liability of the Consultant**
84. Subject to additional provisions, if any, set forth in the **SCC**, the Consultant’s liability under this Contract shall be as determined under the Applicable Law.
85. **Insurance to be Taken by the Consultant**
86. 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 Employer, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Employer’s request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
87. **Accounting, Inspection and Auditing**
88. 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.
89. The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant’s attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under this Clause GCC 25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank’s prevailing sanctions procedures.)
90. **Reporting Obligations**
91. The Consultant shall submit to the Employer the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.
92. **Proprietary Rights of the Employer in Reports and Records**
93. Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Employer in the course of the Services shall be confidential and become and remain the absolute property of the Employer. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, 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 Employer.
94. 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 Employer’s prior written approval to such agreements, and the Employer shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.
95. **Equipment, Vehicles and Materials**
96. Equipment, vehicles and materials made available to the Consultant by the Employer, or purchased by the Consultant wholly or partly with funds provided by the Employer, shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Employer an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Employer’s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Employer in writing, shall insure them at the expense of the Employer in an amount equal to their full replacement value.
97. Any equipment or materials brought by the Consultant or its Experts into the Employer’s country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.
98. **Consultant’s Experts and Sub-Consultants**
99. **Description of Key Experts**
100. The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant’s Key Experts are described in **Appendix B**.
101. If required to comply with the provisions of Clause GCC 20 (a), adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Employer, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.2.
102. If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Employer and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment.
103. **Replacement of Key Experts**
104. Except as the Employer may otherwise agree in writing, no changes shall be made in the Key Experts.
105. 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.
106. **Approval of Additional Key Experts**
107. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Employer for review and approval a copy of their Curricula Vitae (CVs). If the Employer does not object in writing (stating the reasons for the objection) within twenty-two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Employer.
108. **Removal of Experts or Sub-consultants**
109. If the Employer finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Employer determine that Consultant’s Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Employer’s written request, provide a replacement.
110. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Employer to be incompetent or incapable in discharging assigned duties, the Employer, specifying the grounds therefore, may request the Consultant to provide a replacement.
111. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Employer.
112. **Replacement/ Removal of Experts – Impact on Payments**
113. Except as the Employer may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.
114. **Working Hours, Overtime, Leave, etc.**
115. Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Employer’s country, experts carrying out Services inside the Employer’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 Employer’s country as is specified in **Appendix B**.
116. The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant’s remuneration shall be deemed to cover these items.
117. 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.
118. **Obligations of the Employer**
119. **Assistance and Exemptions**
120. Unless otherwise specified in the **SCC**, the Employer shall use its best efforts to:
121. Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
122. Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Employer’s country while carrying out the Services under the Contract.
123. Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
124. Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
125. Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Employer’s country according to the Applicable Law in the Employer’s country.
126. Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the Applicable Law in the Employer’s country, of bringing into the Employer’s country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
127. Provide to the Consultant any such other assistance as may be specified in the **SCC**.
128. **Access to Project Site**
129. The Employer warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Employer will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.
130. **Change in the Applicable Law Related to Taxes and Duties**
131. If, after the date of this Contract, there is any change in the Applicable Law in the Employer’s country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1.
132. **Services, Facilities and Property of the Employer**
133. The Employer shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.
134. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.
135. **Counterpart Personnel**
136. The Employer shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Employer with the Consultant’s advice, if specified in **Appendix A**.
137. If counterpart personnel are not provided by the Employer to the Consultant as and when specified in **Appendix A**, the Employer and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Employer to the Consultant as a result thereof pursuant to Clause GCC 41.3.
138. Professional and support counterpart personnel, excluding Employer’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Employer shall not unreasonably refuse to act upon such request.
139. **Payment Obligation**
140. In consideration of the Services performed by the Consultant under this Contract, the Employer shall make such payments to the Consultant and in such manner as is provided by GCC F below.
141. **Payments to the Consultant**
142. **Ceiling Amount**
143. An estimate of the cost of the Services is set forth in **Appendix C** (Remuneration) and **Appendix D** (Reimbursable expenses).
144. Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**.
145. For any payments in excess of the ceilings specified in GCC 41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.
146. **Remuneration and Reimbursable Expenses**
147. The Employer shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.
148. All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.
149. Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.
150. The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts’ list in **Appendix B**, (iii) the Consultant’s profit, and (iv) any other items as specified in the **SCC**.
151. Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Employer, once the applicable remuneration rates and allowances are known.
152. **Taxes and Duties**
153. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.
154. As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Employer on behalf of the Consultant.
155. **Currency of Payment**
156. Any payment under this Contract shall be made in the currency(ies) specified in the **SCC**..)Employer of the Consultant’s
157. **Mode of Billing and Payment**
158. Billings and payments in respect of the Services shall be made as follows:
159. Advance payment. Within the number of days after the Effective Date, the Employer shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Employer in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E, or in such other form as the Employer shall have approved in writing. The advance payments will be set off by the Employer in equal installments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off.
160. The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Employer, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration reimbursable expenses separately.
161. The Employer shall pay the Consultant’s invoices within sixty (60) days after the receipt by the Employer of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Employer may add or subtract the difference from any subsequent payments.
162. The Final Payment. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Employer. The Services shall be deemed completed and finally accepted by the Employer and the final report and final invoice shall be deemed approved by the Employer as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Employer unless the Employer, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Employer has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Employer within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final invoice approved by the Employer in accordance with the above.
163. All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.
164. With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
165. **Interest on Delayed Payments**
166. If the Employer had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 45.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.
167. **Fairness and Good Faith**
168. **Good Faith**
169. 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.
170. **Settlement of Disputes**
171. **Amicable Settlement**
172. The Parties shall seek to resolve any dispute amicably by mutual consultation.
173. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.
174. **Dispute Resolution**
175. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.
176. **Eligibility**
177. **Eligibility**
178. The Consultants and its Subcontractors shall have the nationality of a Bank’s membership country. A Consultant or Subcontractor meets the eligibility criteria in the following cases:
179. **An individual** is considered to be a national of a member country of the Bank if he or she meets either of the following requirements:
180. is a citizen of a member country; or
181. has established his/her domicile in a member country as a “bona fide” resident and is legally entitled to work in the country of domicile.
182. **A firm** is considered to have the nationality of a member country if it meets the two following requirements:
183. is legally constituted or incorporated under the laws of a member country of the Bank; and
184. more than fifty percent (50%) of the firm’s capital is owned by individuals or firms from member countries of the Bank
185. All members of a Joint Venture and all subcontractors must meet the nationality criteria set forth above.
186. In the case that the Consulting Services Contract includes the supplying of goods and related services, all such goods and related services shall have as their origin any member country of the Bank. Goods have their origin in a member country of the Bank if they have been minded, grown, harvested, or produced in a member country of the Bank. A good has been produced when through manufacture, processing or assembly another commercially recognized article results that differ substantially in its basic characteristics, function or purposed of utility from its parts or components. For a good consisting of several individual components that need to be interconnected (either by the supplier, the purchaser or by a third party) to make the good operative and regardless of the complexity of the interconnection, the Bank considers that such good is eligible for financing if the assembly of the components took place in a member country, regardless of the origin of the components. When the good is a set of several individual goods that are normally packaged and sold commercially as a single unit, the good is considered to originate in the country where the set was packaged and shipped to the purchaser. For purpose of origin, goods labeled “made in the European Union” shall be eligible without the need to identify the corresponding specific country of the European Union. The origin of materials, parts or components of the goods or the nationality of the firm that produces, assembles, distributes or sells the goods, does not determine the origin of the goods

# II. Special Conditions of Contract

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

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| --- | --- |
| **Number of GCC Clause** | **Amendments of, and Supplements to, Clauses in the General Conditions of Contract** |
| **SCC 1.1(b) and SCC 3.1** | The Contract shall be construed in accordance with the law of *[insert country name].*  *Bank-financed contracts normally designate the law of the [*Employer’s*] country as the law governing the contract. However, the Parties may designate the law of another country, in which case the name of the respective country should be inserted, and the square brackets should be removed.* |
| **SCC 4.1** | The language is: *[insert the language]* |
| **SCC 6.1 and SCC 6.2** | The addresses are:  Employer :    Attention :  E-mail (where permitted):  Consultant :    Attention :  E-mail (where permitted) : |
| **SCC 8.1** | *[Note: If the Consultant consists only of one entity, state “N/A”;*  *OR*  *If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in* ***Clause SCC 6.1*** *should be inserted here.]*  The Lead Member on behalf of the JV is *[insert name of the member]* |
| **SCC 9.1** | The Authorized Representatives are:  For the Employer: *[name, title]*  For the Consultant: [name, title] |
| **SCC 11.1** | *[Note: If there are no effectiveness conditions, state “N/A”]*  *OR*  *List here any conditions of effectiveness of the Contract, e.g., approval of the Contract by the Bank, effectiveness of the Bank loan, receipt by the Consultant of an advance payment, and by the Employer of an advance payment guarantee (see* ***Clause SCC 45.1(a)****), etc.]*  The effectiveness conditions are the following: *[insert “N/A” or list the conditions]* |
| **SCC 12.1** | Termination of Contract for Failure to Become Effective:  The time period shall be *[insert time period, e.g.: four months].* |
| **SCC 13.1** | Commencement of Services:  The number of days shall be *[e.g.: ten]*  Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Employer in writing as a written statement signed by each Key Expert. |
| **SCC 14.1** | Expiration of Contract:  The time period shall be *[insert time period, e.g.: twelve months]* |
| **SCC 21 b.** | The Employer reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in **Clause GCC 21.1.3**  Yes\_\_\_\_\_\_ No \_\_\_\_\_  *[if “Yes” is indicated:*  *Such exceptions should comply with the Bank’s procurement policy provisions on conflict of interest.]* |
| **SCC 23.1** | No additional provisions.  *OR*  The following limitation of the Consultant’s Liability towards the Employer can be subject to the Contract’s negotiations:  “Limitation of the Consultant’s Liability towards the Employer:  (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 Employer’s property, shall not be liable to the Employer:  (i) for any indirect or consequential loss or damage; and  (ii) for any direct loss or damage that exceeds *[insert a multiplier, e.g.: one, two, three]* times the total value of the Contract;  (b) This limitation of liability shall not  (i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;  (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the [insert “Applicable Law”, if it is the law of the Employer’s country, or insert “Applicable Law in the Employer’s country”, if the Applicable Law stated in **Clause SCC 1.1(b)** is different from the law of the Employer’s country].  *[Notes to the Employer and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant’s liability under the Contract should be carefully scrutinized by the Employer and discussed with the Bank prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank’s policy on this matter which is as follows:*  *To be acceptable to the Bank, any limitation of the Consultant’s liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Employer, and (b) the Consultant’s ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant’s liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank. Also, the Consultant’s liability should never be limited for loss or damage caused by the Consultant’s gross negligence or willful misconduct.*  *The Bank does not accept a provision to the effect that the Employer shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Employer to the extent permissible by the law applicable in the Employer’s country.]* |
| **SCC 24.1** | The insurance coverage against the risks shall be as follows:  *[Note: Delete what is not applicable except (a)].*   * 1. 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]*;   2. Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Employer’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 Employer’s country”]*;   3. Third Party liability insurance, with a minimum coverage of *[insert amount and currency or state “in accordance with the Applicable Law in the Employer’s country”]*;   4. 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 Employer’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and   5. 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. |
| **SCC 27.1** | *[Note: If applicable, insert any exceptions to proprietary rights provision\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.*  *Note: In cases of financing through technical cooperation, no exceptions to this clause may be applicable given the restrictions included in the technical cooperation agreement].* |
| **SCC 27.2** | *[Note: If there is to be no restriction on the future use of these documents by either Party, this* ***Clause SCC 27.2*** *should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:*  [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 Employer*.]*  OR  [The Employer 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.] |
| **SCC 35.1**  **(a) through (e)** | *[****Note****: List here any changes or additions to* ***Clause GCC 35.1****. If there are no such changes or additions, delete this* ***Clause SCC 35.1****.]* |
| **SCC 35.1(f)** | *[****Note****: List here any other assistance to be provided by the Employer. If there is no such other assistance, delete this* ***Clause SCC 35.1(f)****.]* |
| **SCC 41.2** | The ceiling in foreign currency or currencies is: \_\_\_\_\_\_\_\_\_ *[insert amount and currency for each currency] [indicate: inclusive or exclusive]* of local indirect taxes.  The ceiling in local currency is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert amount and currency] [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 Employer *[insert as appropriate: “for” or “to”]* the Consultant. |
| **SCC 42.3** | Price adjustment on the remuneration *[insert “applies” or “ does not apply”]*  *[Note: If the Contract is less than 18 months, price adjustment does not apply.*  *If the Contract has duration of more than 18 months, a price adjustment provision on the remuneration for foreign and/or local inflation shall be included here. The adjustment should be made every 12 months after the date of the contract for remuneration in foreign currency and – except if there is very high inflation in the Employer’s country, in which case more frequent adjustments should be provided for – at the same intervals for remuneration in local currency. Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in local currency by using the corresponding index for the Employer’s country. A sample provision is provided below for guidance:*  *[*Payments for remuneration made in *[foreign and/or local]* currency shall be adjusted as follows:  (1) Remuneration paid in foreign currency on the basis of the rates set forth in **Appendix C** shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:  {or }  where  *Rf* is the adjusted remuneration;  *Rfo* is the remuneration payable on the basis of the remuneration rates (**Appendix C**) in foreign currency;  *If* is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and  *Ifo* is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.  The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to *If* and *Ifo* in the adjustment formula for remuneration paid in foreign currency: *[Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency, e.g. “Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics”]*  (2) Remuneration paid in local currency pursuant to the rates set forth in **Appendix D** shall be adjusted every *[insert number]* months (and, for the first time, with effect for the remuneration earned in the *[insert number]* the calendar month after the date of the Contract) by applying the following formula:  {or }  where  *Rl* is the adjusted remuneration;  *Rlo* is the remuneration payable on the basis of the remuneration rates (**Appendix D**) in local currency;  *Il* is the official index for salaries in the Employer’s country for the first month for which the adjustment is to have effect; and  *Ilo* is the official index for salaries in the Employer’s country for the month of the date of the Contract.  The Employer shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to *Il* and *Ilo* in the adjustment formula for remuneration paid in local currency: [*Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency*]  (3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor *X0/X*. *X0* is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract. *X* is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect. |
| **SCC 43.1 and SCC 43.2** | *[Note: The Bank leaves it to the Employer to decide whether the Consultant (i) should be exempted from indirect local tax, or (ii) should be reimbursed by the Employer for any such tax they might have to pay (or that the Employer would pay such tax on behalf of the Consultant]*  The Employer warrants that *[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract’s negotiations (Form FIN-2, part B “Indirect Local Tax – Estimates”):*  *If ITC16.3 indicates a tax exemption status, include the following*: “the Consultant, the Sub-consultants and the Experts shall be exempt from”  *OR*  *If ITC16.3 does not indicate the exemption and, depending on whether the Employer shall pay the withholding tax or the Consultant has to pay, include the following:*  “the Employer shall pay on behalf of the Consultant, the Sub-consultants and the Experts,” OR “the Employer shall reimburse the Consultant, the Sub-consultants and the Experts”]  any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law in the Employer’s country, on the Consultant, the Sub-consultants and the Experts in respect of:   1. any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Employer’s country), in connection with the carrying out of the Services; 2. any equipment, materials and supplies brought into the Employer’s country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them; 3. any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Employer and which is treated as property of the Employer; 4. any property brought into the Employer’s country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Employer’s country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Employer’s country, provided that: 5. the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Employer’s country in importing property into the Employer’s country; and 6. if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Employer’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Employer’s country, or (b) shall reimburse them to the Employer if they were paid by the Employer at the time the property in question was brought into the Employer’s country. |
| **SCC 44.1** | The currency*(ies)* of payment shall be the following: *[list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2]* |
| **SCC 45.1(a)** | *[Note: The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]*  The following provisions shall apply to the advance payment and the advance bank payment guarantee:  (1) An advance payment [of *[insert amount]* in foreign currency] [and of *[insert amount]* in local currency] shall be made within *[insert number]* days after the Effective Date. The advance payment will be set off by the Employer in equal installments against the statements for the first *[insert number]* months of the Services until the advance payment has been fully set off.  (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment. |
| **SCC 45.1(b)** | *[Note: Delete this Clause SCC 45.1(b) if the Consultant shall have to submit its itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals:*  The Consultant shall submit to the Employer itemized statements at time intervals of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [e.g. “every quarter”, “every six months”, “every two weeks”, etc.].*] |
| **SCC 45.1(e)** | The accounts are:  for foreign currency: *[insert account]*.  for local currency: *[insert account]*. |
| **SCC 46.1** | The interest rate is: *[insert rate]*. |
| **SCC 49.** | *[Note: In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.]*  Disputes shall be settled by arbitration in accordance with the following provisions:  1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:  (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to *[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]* for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *[insert the name of the same professional body as above]* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.  (b) Where the Parties do not agree that the dispute concerns a technical matter, the Employer and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]*.  (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *[name the same appointing authority as in said paragraph (b)]* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute. |
|  | 2. 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.  3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.  4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant’s home country *[Note: If the Consultant consists of more than one entity, add:* *or of the home country of any of their members or Parties] or of the Government’s country.]* For the purposes of this Clause, “home country” means any of:  (a) the country of incorporation of the Consultant *[Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties]*; or  (b) the country in which the Consultant’s [or any of their members’ or Parties’] principal place of business is located; or  (c) the country of nationality of a majority of the Consultant’s *[or of any members’ or Parties’*] shareholders; or  (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract. |
|  | 5. Miscellaneous. In any arbitration proceeding hereunder:  (a) proceedings shall, unless otherwise agreed by the Parties, be held in *[select a country which is neither the Employer’s country nor the Consultant’s country]*;  (b) the *[type of language]* language shall be the official language for all purposes; and  (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement. |

# III. Appendices

**Appendix A – Terms of Reference**

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

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

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

**Appendix B - Key Experts**

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

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

**Appendix C – Remuneration Cost Estimates**

1. Monthly rates for the Experts:

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

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

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

*Should these representations be found by the Employer (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Employer 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 Employer before any such modification, (i) the Employer 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 Employer to the Consultants, the Consultants shall reimburse to the Employer any excess payment within thirty (30) days of receipt of a written claim of the Employer. Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with Clause GCC 45.1(d) of this Contract.”]*

**Model Form I**

**Breakdown of Agreed Fixed Rates in Consultant’s Contract**

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

(Expressed in *[insert name of currency]*)\*

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Experts | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Name | Position | Basic Remuneration rate per Working Month/Day/Year | Social Charges1 | Overhead1 | Subtotal | Profit2 | Away from Home Office Allowance | Agreed Fixed Rate per Working Month/Day/Hour | Agreed Fixed Rate per Working Month/Day/Hour1 |
| Home Office | |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| Work in the Employer’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 D – Reimbursable Expenses Cost Estimates**

*1.[Insert the table with the reimbursable expenses rates. The table shall be based on [Form FIN-4] of the Consultant’s Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-4] at the negotiations or state that none has been made.]*

2. All 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 E - Form of Advance Payments Guarantee**

*[See Clause GCC 45.1 (a) and SCC 45.1 (a)]*

*[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 Employer]*

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]* (*[insert 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 *[insert amount in figures]* (*[insert amount in words]*)[[7]](#footnote-7)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 their obligation under the Contract because the Consultant:

* 1. has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay.
  2. 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 *[insert 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 Employer 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] day of [month], [year],[[8]](#footnote-8)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.]*

**STANDARD FORM OF CONTRACT**

# CONSULTANT’S SERVICES: LUMP-SUM

**Preface**

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Employer and the Consultant, the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

**Contract for Consultant’s Services**

**Lump-Sum**

**Project Name** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Loan No.**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contract No.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**between**

***[Name of the Employer]***

**and**

***[Name of the Consultant]***

Dated:

# I. Form of Contract – Lump-Sum

*[Text in brackets [ ] is indicative of required project-specific information; 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 Employer]* (hereinafter called the “Employer”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

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

WHEREAS

(a) the Employer 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 Employer 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 Employer has received *[or has applied for]* a loan from the Inter-American Development Bank toward the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Employer and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the loan agreement, including prohibitions of withdrawal from the loan 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 Employer shall derive any rights from the loan agreement or have any claim to the loan proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

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

(a) The General Conditions of Contract(including Attachment 1 “Bank Policy – Prohibited Practices);

(b) The Special Conditions of Contract;

(c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee

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

2. The mutual rights and obligations of the Employer 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 Employer shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of *[Name of Employer]*

*[Authorized Representative of the Employer – name, title and signature]*

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

*[Authorized Representative of the Consultant – name and signature]*

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

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

*[Name of the lead member]*

*[Authorized Representative on behalf of a Joint Venture]*

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

**II. General Conditions of Contract – Lump Sum**

1. **General Provisions**
2. **Definitions**
3. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
4. “Applicable Policies” means [Policies for the Selection and Contracting of Consultants Financed by the Inter-American Development Bank](http://idbdocs.iadb.org/wsdocs/getdocument.aspx?DOCNUM=774394)*.*
5. “Applicable Law” means the laws and any other instruments having the force of law in the Employer’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
6. “Bank” means the Inter-American Development Bank.
7. “Borrower” means the Government, Government agency or other entity that signs the loan contract with the Bank.
8. “Employer” means theexecuting agency that signs the Contract for the Services with the Selected Consultant.
9. “Consultant” means a legally-established professional consulting firm or entity selected by the Employer to provide the Services under the signed Contract.
10. “Contract” means the legally binding written agreement signed between the Employer and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (**SCC**), and the Appendices).
11. “Day” means a working day unless indicated otherwise.
12. “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
13. “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.
14. “Foreign Currency” means any currency other than the currency of the Employer’s country.
15. “GCC” mean these General Conditions of Contract.
16. “Government” means the government of the Employer’s country.
17. “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 Employer for the performance of the Contract.
18. “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.
19. “Local Currency” means the currency of the Employer’s country.
20. “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.
21. “Party” means the Employer or the Consultant, as the case may be, and “Parties” means both of them.
22. “**SCC**” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
23. “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in **Appendix A** hereto.
24. “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.
25. “Third Party” means any person or entity other than the Government, the Employer, the Consultant or a Sub-consultant.
26. **Relationship between the Parties**
27. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Employer and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder
28. **Law Governing Contract**
29. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
30. **Language**
31. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
32. **Headings**
33. The headings shall not limit, alter or affect the meaning of this Contract.
34. **Communications**
35. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
36. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
37. **Location**
38. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Employer may approve.
39. **Authority of Member in Charge**
40. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant’s rights and obligations towards the Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer.
41. **Authorized Representatives**
42. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Employer or the Consultant may be taken or executed by the officials specified in the **SCC**.
43. **Prohibited Practices**

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| 1. The Bank requires that all Borrowers (including grant beneficiaries), Executing Agencies and Contracting Agencies, including members of its personnel, as well as all firms, entities and individuals participating in a Bank-financed activity acting as, inter alia, bidders, proposers, suppliers, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires (including their respective officers, employees and representatives or agents, irrespective of whether the agency is express or implied), adhere to the highest ethical standards, and report to the Bank[[9]](#footnote-9) all suspected acts of Prohibited Practices of which they have knowledge or become aware both, during the bidding process and throughout the negotiation or execution of a contract. Prohibited Practices are: (i) corrupt practices; (ii) fraudulent practices; (iii) coercive practices; (iv) collusive practices; (v) obstructive practices; and (vi) misappropriation of funds. The Bank has established mechanisms to report allegations of Prohibited Practices. Any allegation shall be submitted to the Bank’s Office of Institutional Integrity (OII) for the appropriate investigation. The Bank has adopted procedures to sanction those who have incurred in Prohibited Practices. The Bank also entered into an agreement with other International Financial Institutions (IFIs) to mutually recognize debarment decisions. |
| * + 1. For the purposes of this provision, the definitions of Prohibited Practices are as follows:   (i) “*corrupt practice*” is the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;  (ii) “*fraudulent practice*” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a 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 influencing 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  (i) destroying, falsifying, altering or concealing of evidence material to an IDB Group investigation, or making false statements to investigators with the intent to impede an IDB Group investigation;  (ii) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to an IDB Group investigation or from pursuing the investigation, or  (iii) acts intended to impede the exercise of the IDB Group’s contractual rights of audit or inspection provided for under Clause 10.1(f) below or access to information; and  (vi) “*misappropriation*” is the use of IDB Group financing or resources for an improper or unauthorized purpose, committed either intentionally or through reckless disregard. |
| * + 1. If, the Bank determines that at any stage of the procurement or implementation of a contract the Borrower (including beneficiaries of grants), Executing Agencies, Contracting Agencies, any firm, entity or individual participating in a Bank-financed activity as, *inter alia*, bidders, proposers, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, goods or service providers, concessionaires, (including their respective officers, employees and representatives or agents irrespective of whether the attribution is express or implied) engaged in a Prohibited Practice during the award or implementation of the contract, the Bank may:   (i) not finance any proposal to award a contract for works, goods or services, and consulting services;  (ii) suspend disbursement of the operation if it is determined at any stage that an employee, agent or representative of the Borrower, Executing Agency or Employer has engaged in a Prohibited Practice;  (iii) declare Misprocurement and cancel, and/or accelerate repayment of the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures (including, *inter alia*, providing adequate notice to the Bank upon learning of the Prohibited Practice) within a time period which the Bank considers reasonable;  (iv) issue the firm, entity or individual a reprimand in the form of a formal letter of censure for its behavior;  (v) declare that a firm, entity, or individual is ineligible, either permanently or for a stated period of time, to participate and/or be awarded additional contracts financed with IDB Group resources;  (vi) impose other sanctions that it deems to be appropriate, among others, the restitution of funds and of fines equivalent to the reimbursement for costs associated with investigations and proceedings contemplated in the Sanctions Procedures. Such other sanctions may be imposed in addition to or in lieu of the sanctions referred above (the “abovementioned” sanctions are reprimand and debarment/ineligibility);  (vii) extend the sanctions imposed on any individual, entity or firm that, directly or indirectly, owns or controls a sanctioned entity, is owned or controlled by a sanctioned entity or is the object of common ownership or control with a sanctioned entity, as well as to officials, employees, affiliates or representatives or agents of a sanctioned entity who also own a sanctioned entity and / or exercise control over a sanctioned entity, even if it has not been concluded that those parties directly incurred in a Prohibited Practice; and/or  (viii) refer the matter to appropriate law enforcement authorities. |
| * + 1. The provisions of Clause 10.1 (b) (i) and (ii) shall also be applicable when such parties have been temporarily suspended from eligibility to be awarded additional contracts pending a final outcome of a sanction proceeding, or otherwise. |
| * + 1. The imposition of any action to be taken by the Bank pursuant to the provisions referred to above may be made public.     2. Pursuant to the Agreement for Mutual Enforcement of Debarment Decisions entered into with other IFIs, any firm, entity or individual bidding for or participating in a Bank-financed activity or acting as bidders, proposers, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, personnel of the Borrower (including grant Beneficiaries), Executing Agencies or Contracting Agencies, (including their respective officers, employees, representatives and agents, irrespective of whether the attribution is expressed or implied) may be subject to a sanction. For purposes of this paragraph the term “sanction” shall mean any debarment, conditions on future contracting or any publicly-disclosed action taken in response to a violation of an IFI’s applicable framework for addressing allegations of Prohibited Practices. |
| * + 1. The Bank requires that all applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, officers or employees, sub-contractors, service providers and concessionaires permit the Bank to inspect accounts, records and other documents relating to the submission of bids and contract performance as well as to have them audited by personnel appointed by the Bank. Applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires shall fully assist the Bank with its investigation. The Bank also requires that all applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires: (i) maintain all documents and records related to the Bank-financed activities for seven (7) years after completion of the work contemplated in the relevant contract; (ii) deliver any document necessary for the investigation of allegations of Prohibited Practices; and (iii) ensure that employees, representatives or agents of the applicants, bidders, proposers, suppliers and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers or concessionaires who have knowledge that the Bank financed the activities to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or consultant relating to the investigation. If the applicant, bidder, supplier and its representative or agent, contractor, consultant, personnel, sub-contractor, sub-consultant, service provider or concessionaire fails to cooperate and/or comply with the Bank’s request, or otherwise obstructs the investigation, the Bank, discretionally, may take appropriate action against the applicant bidder, supplier and its agent or representative, contractor, consultant, personnel, sub-contractor, service provider or concessionaire. |
| * + 1. If the Borrower procures goods or services, works or consulting services directly from a specialized agency, all provisions regarding Prohibited Practices and to the correspondent sanctions shall apply in their entirety to applicants, bidders, proposers, suppliers and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, and concessionaires, (including their respective officers, employees, and representatives or agents, irrespective of whether the agency is express or implied), or to any other entities that signed contracts with such specialized agency to supply such goods, works, or non-consulting services in connection with the Bank-financed activities. The Bank will retain the right to require the Borrower to invoke remedies such as contract suspension or termination. Specialized agencies shall consult the Bank’s list of suspended or debarred firms and individuals. In the event a specialized agency signs a contract or purchase order with a firm or an individual suspended or debarred by the Bank, the Bank will not finance the related expenditures and will apply other remedies as appropriate. |

1. The Consultants, including in all cases, the directors, key personnel, principal shareholders, proposed personnel and agents represent and guarantee:

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| * + 1. that has read and understood the Bank’s definition of Prohibited Practices and the applicable sanctions pursuant to the Sanctions Procedures; |
| * + 1. that they have not engaged in any Prohibited Practice as set forth herein during the selection, negotiation, adjudication or execution of this contract; |
| * + 1. that has not misrepresented or concealed any material facts during the procurement or contract negotiation processes or during the performance of the contract; |
| * + 1. that neither they nor their representatives or agents, sub-contractors, sub-consultants, directors, key personnel or principal shareholders have been declared ineligible to be awarded a contract by the Bank |
| * + 1. that all commissions, representative or agents’ fees, facilitating payments or revenue-sharing agreements related to the Bank-financed activities have been disclosed; and     2. that they acknowledge that the breach of any of these representations may constitute a basis for the adoption by the Bank of one or more of the measures set forth in Clause 10.1 (b). |

**Commissions and Fees**

1. The Employer requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents, or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions**,** gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.
2. **Commencement, Completion, Modification and Termination of Contract**
3. **Effectiveness of Contract**
4. This Contract shall come into force and effect on the date (the “Effective Date”) of the Employer’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
5. **Termination of Contract for Failure to Become Effective**
6. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto..
7. **Commencement of Services**
8. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
9. **Expiration of Contract**
10. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
11. **Entire Agreement**
12. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
13. **Modifications or Variations**
14. 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.
15. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
16. **Force Majeure**
17. **Definition**
18. 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.
19. 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.
20. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
21. **No Breach of Contract**
22. The failure of a Party to fulfill 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.
23. **Measures to be Taken**
24. 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.
25. 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.
26. 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.
27. 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 Employer, shall either:
28. demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Employer, in reactivating the Services; or
29. 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.
30. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.
31. **Suspension**
32. The Employer may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.
33. **Termination**
34. This Contract may be terminated by either Party as per provisions set up below:
35. **By the Employer**
36. The Employer 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 Employer 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):
37. If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
38. 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;
39. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
40. 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;
41. If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
42. If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.
43. Furthermore, if the Employer determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.
44. **By the Consultant**
45. The Consultant may terminate this Contract, by not less than thirty (30) calendar days’ written notice to the Employer, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.
46. If the Employer fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
47. 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.
48. If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
49. If the Employer 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 Employer of the Consultant’s notice specifying such breach.
50. **Cessation of Rights and Obligations**
51. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.
52. **Cessation of Services**
53. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, 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 Employer, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
54. **Payment upon Termination**
55. Upon termination of this Contract, the Employer shall make the following payments to the Consultant:
56. Payment for Services satisfactorily performed prior to the effective date of termination; and
57. in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, 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.
58. **Obligations of the Consultant**
59. **General**
60. **Standard of Performance**
61. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Employer, and shall at all times support and safeguard the Employer’s legitimate interests in any dealings with the third parties.
62. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
63. 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 Employer. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.
64. **Law Applicable to Services**
65. 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.
66. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Employer’s country when
67. as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or
68. 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.
69. The Employer shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
70. **Conflict of Interest**
71. The Consultant shall hold the Employer’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
72. **Consultant Not to Benefit from Commissions, Discounts, etc.**
73. The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GCC 21.1.3, 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.
74. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Employer on the procurement of goods, works or services, the Consultant shall comply with the Bank’s Applicable Policies, and shall at all times exercise such responsibility in the best interest of the Employer. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Employer.
75. **Consultant and affiliates Not to Engage in Certain Activities**
76. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**.
77. **Prohibition of Conflicting Activities**
78. 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.
79. **Strict Duty to Disclose Conflicting Activities**
80. 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 Employer, 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.
81. **Confidentiality**
82. Except with the prior written consent of the Employer, 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.
83. **Liability of the Consultant**
84. Subject to additional provisions, if any, set forth in the **SCC**, the Consultant’s liability under this Contract shall be as determined under the Applicable Law.
85. **Insurance to be Taken by the Consultant**
86. 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 Employer, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Employer’s request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
87. **Accounting, Inspection and Auditing**
88. 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.
89. The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant’s attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank’s prevailing sanctions procedures.)
90. **Reporting Obligations**
91. The Consultant shall submit to the Employer the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said **Appendix**.
92. **Proprietary Rights of the Employer in Reports and Records**
93. Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Employer in the course of the Services shall be confidential and become and remain the absolute property of the Employer. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, 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 Employer.
94. 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 Employer’s prior written approval to such agreements, and the Employer shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.
95. **Equipment, Vehicles and Materials**
96. Equipment, vehicles and materials made available to the Consultant by the Employer, or purchased by the Consultant wholly or partly with funds provided by the Employer, shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Employer an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Employer’s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Employer in writing, shall insure them at the expense of the Employer in an amount equal to their full replacement value.
97. Any equipment or materials brought by the Consultant or its Experts into the Employer’s country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.
98. **Consultant’s Experts and Sub-Consultants**
99. **Description of Key Experts**
100. 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.**
101. **Replacement of Key Experts**
102. Except as the Employer may otherwise agree in writing, no changes shall be made in the Key Experts.
103. 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.
104. **Removal of Experts or Sub-consultants**
105. If the Employer finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Employer determine that Consultant’s Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Employer’s written request, provide a replacement.
106. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Employer to be incompetent or incapable in discharging assigned duties, the Employer, specifying the grounds therefore, may request the Consultant to provide a replacement.
107. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Employer**.**
108. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Employer.
109. **Obligations of the Employer**
110. **Assistance and Exemptions**
111. Unless otherwise specified in the **SCC**, the Employer shall use its best efforts to:
112. Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
113. Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Employer’s country while carrying out the Services under the Contract.
114. Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
115. Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
116. Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Employer’s country according to the Applicable Law in the Employer’s country.
117. Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the Applicable Law in the Employer’s country, of bringing into the Employer’s country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
118. Provide to the Consultant any such other assistance as may be specified in the **SCC**.
119. **Access to Project Site**
120. The Employer warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Employer will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.
121. **Change in the Applicable Law Related to Taxes and Duties**
122. If, after the date of this Contract, there is any change in the Applicable Law in the Employer’s country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1.
123. **Services, Facilities and Property of the Employer**
124. The Employer shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.
125. **Counterpart Personnel**
126. The Employer shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Employer with the Consultant’s advice, if specified in **Appendix A**.
127. Professional and support counterpart personnel, excluding Employer’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Employer shall not unreasonably refuse to act upon such request.
128. **Payment Obligation**
129. In consideration of the Services performed by the Consultant under this Contract, the Employer shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.
130. **Payments to the Consultant**
131. **Contract Price**
132. The Contract price is fixed and is set forth in the **SCC.** The Contract price breakdown is provided in **Appendix C**.
133. Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A.**
134. **Taxes and Duties**
135. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.
136. As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Employer on behalf of the Consultant.
137. **Currency of Payment**
138. Any payment under this Contract shall be made in the currency(ies) of the Contract, unless specified in the **SCC**.
139. **Mode of Billing and Payment**
140. The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.
141. The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC.**
142. *Advance payment:* Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Employer in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Employer shall have approved in writing. The advance payments will be set off by the Employer in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.
143. *The Lump-Sum Installment Payments.* The Employer shall pay the Consultant within sixty (60) days after the receipt by the Employer of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Employer does not approve the submitted deliverable(s) as satisfactory in which case the Employer shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
144. *The Final Payment.* The final payment under this Clause shall be made only after the final report has been submitted by the Consultant and approved as satisfactory by the Employer. The Services shall then be deemed completed and finally accepted by the Employer. The last lump-sum installment shall be deemed approved for payment by the Employer within ninety (90) calendar days after receipt of the final report by the Employer unless the Employer, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC
145. With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.
146. **Interest on Delayed Payments**
147. If the Employer had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 42.1.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.
148. **Fairness and Good Faith**
149. **Good Faith**
150. 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.
151. **Settlement of Disputes**
152. **Amicable Settlement**
153. The Parties shall seek to resolve any dispute amicably by mutual consultation.
154. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.
155. **Dispute Resolution**
156. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.
157. **Eligibility**
158. **Eligibility**
159. A Consultant or Subcontractor meets the eligibility criteria in the following cases:
160. **An individual** is considered to be a national of a member country of the Bank if he or she meets either of the following requirements:
161. is a citizen of a member country; or
162. has established his/her domicile in a member country as a “bona fide” resident and is legally entitled to work in the country of domicile.
163. **A firm** is considered to have the nationality of a member country if it meets the two following requirements:
164. is legally constituted or incorporated under the laws of a member country of the Bank; and
165. more than fifty percent (50%) of the firm’s capital is owned by individuals or firms from member countries of the Bank
166. All members of a Joint Venture and all subcontractors must meet the nationality criteria set forth above.
167. In the case that the Consulting Services Contract includes the supplying of goods and related services, all such goods and related services shall have as their origin any member country of the Bank. Goods have their origin in a member country of the Bank if they have been minded, grown, harvested, or produced in a member country of the Bank. A good has been produced when through manufacture, processing or assembly another commercially recognized article results that differ substantially in its basic characteristics, function or purposed of utility from its parts or components. For a good consisting of several individual components that need to be interconnected (either by the supplier, the purchaser or by a third party) to make the good operative and regardless of the complexity of the interconnection, the Bank considers that such good is eligible for financing if the assembly of the components took place in a member country, regardless of the origin of the components. When the good is a set of several individual goods that are normally packaged and sold commercially as a single unit, the good is considered to originate in the country where the set was packaged and shipped to the purchaser. For purpose of origin, goods labeled “made in the European Union” shall be eligible without the need to identify the corresponding specific country of the European Union. The origin of materials, parts or components of the goods or the nationality of the firm that produces, assembles, distributes or sells the goods, does not determine the origin of the goods.

# III. Special Conditions of Contract

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

|  |  |
| --- | --- |
| **Number of GC Clause** | **Amendments of, and Supplements to, Clauses in the General Conditions of Contract** |
| **SCC 1.1(b) and SCC 3.1** | The Contract shall be construed in accordance with the law of *[insert country name].*  *[Bank-financed contracts normally designate the law of the Employer’s country as the law governing the contract. However, the Parties may designate the law of another country, in which case the name of the respective country should be inserted, and the square brackets should be removed.]* |
| **SCC 4.1** | The language is:\_\_\_\_\_\_\_\_\_\_\_\_ *[insert language]*. |
| **SCC 6.1 and 6.2** | The addresses are:  Employer :    Attention :  E-mail (where permitted):  Consultant :    Attention :  E-mail (where permitted) : |
| **SCC 8.1** | *[****Note****: If the Consultant consists only of one entity, state “N/A”;*  *OR*  *If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]*  The Lead Member on behalf of the JV is \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert name of the member]* |
| **SCC 9.1** | The Authorized Representatives are:  For the Employer: *[name, title]*  For the Consultant: *[name, title]* |
| **SCC 11.1** | *[Note: If there are no effectiveness conditions, state “N/A”]*  *OR*  *List here any conditions of effectiveness of the Contract, e.g., approval of the Contract by the Bank, effectiveness of the Bank loan, receipt by the Consultant of an advance payment, and by the Employer of an advance payment guarantee (see Clause SCC45.1(a)), etc.]*  The effectiveness conditions are the following: *[insert “N/A” or list the conditions]* |
| **SCC 12.1** | Termination of Contract for Failure to Become Effective:  The time period shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert time period, e.g.: four months]*. |
| **SCC 13.1** | Commencement of Services:  The number of days shall be\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[e.g.: ten]*.  Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Employer in writing as a written statement signed by each Key Expert. |
| **SCC 14.1** | Expiration of Contract:  The time period shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert time period, e.g.: twelve months]*. |
| **SCC 21 (b).** | The Employer reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3  Yes\_\_\_\_\_\_ No \_\_\_\_\_  *[If “Yes” is indicated, please include: Such exceptions should comply with the Bank’s procurement policy provisions on conflict of interest.]* |
| **SCC 23.1** | No additional provisions.  *[OR]*  The following limitation of the Consultant’s Liability towards the Employer can be subject to the Contract’s negotiations:  “Limitation of the Consultant’s Liability towards the Employer:  (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 Employer’s property, shall not be liable to the Employer:  (i) for any indirect or consequential loss or damage; and  (ii) for any direct loss or damage that exceeds *[insert a multiplier, e.g.: one, two, three]* times the total value of the Contract;  (b) This limitation of liability shall not  (i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;  (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the *[insert* “Applicable Law*”, if it is the law of the Employer’s country, or insert* “Applicable Law in the Employer’s country”, *if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of the Employer’s country].*  *[Notes to the Employer and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant’s liability under the Contract should be carefully scrutinized by the Employer and discussed with the Bank prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank’s policy on this matter which is as follows:*  *To be acceptable to the Bank, any limitation of the Consultant’s liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Employer, and (b) the Consultant’s ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant’s liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank. Also, the Consultant’s liability should never be limited for loss or damage caused by the Consultant’s gross negligence or willful misconduct.*  *The Bank does not accept a provision to the effect that the Employer shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Employer to the extent permissible by the law applicable in the Employer’s country.]* |
| **SCC 24.1** | The insurance coverage against the risks shall be as follows:  *[Note: 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 Employer’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 Employer’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 Employer’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 Employer’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. |
| **SCC 27.1** | *[Note: If applicable, insert any exceptions to proprietary rights provision\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.*  *Note: In cases of financing through technical cooperation, no exceptions to this clause may be applicable given the restrictions included in the technical cooperation agreement].* |
| **SCC 27.2** | *[Note: If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:*  *[*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 Employer.*]*  *[OR]*  [The Employer 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.*]* |
| **SCC 32.1**  **(a) through (e)** | *[Note: List here any changes or additions to Clause GCC 35.1. If there are no such changes or additions, delete this Clause SCC 35.1.]* |
| **SCC 32.1(f)** | *[Note: List here any other assistance to be provided by the Employer. If there is no such other assistance, delete this Clause SCC 35.1(f).]* |
| **SCC 38.1** | The Contract price is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert amount and currency for each currency 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 Employer *[insert as appropriate: ”*for*“* or *“*to*”]* the Consultant. |
| **SCC 39.1 and SCC 39.2** | *[Note: The Bank leaves it to the Employer to decide whether the Consultant (i) should be exempted from indirect local tax, or (ii) should be reimbursed by the Employer for any such tax they might have to pay (or that the Employer would pay such tax on behalf of the Consultant]*  The Employer warrants that *[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract’s negotiations (Form FIN-2, part B “Indirect Local Tax – Estimates”):*  *If ITC16.3 indicates a tax exemption status, include the following: “*the Consultant, the Sub-consultants and the Experts shall be exempt from*”*  *[OR]*  *If ITC16.3 does not indicate the exemption and, depending on whether the Employer shall pay the withholding tax or the Consultant has to pay, include the following:*  “the Employer shall pay on behalf of the Consultant, the Sub-consultants and the Experts,*” OR “*the Employer shall reimburse the Consultant, the Sub-consultants and the Experts*”]*  any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law in the Employer’s country, on the Consultant, the Sub-consultants and the Experts in respect of:  (a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Employer’s country), in connection with the carrying out of the Services;  (b) any equipment, materials and supplies brought into the Employer’s country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;  (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Employer and which is treated as property of the Employer;  (d) any property brought into the Employer’s country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Employer’s country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Employer’s country, provided that:   1. the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Employer’s country in importing property into the Employer’s country; and 2. if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Employer’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Employer’s country, or (b) shall reimburse them to the Employer if they were paid by the Employer at the time the property in question was brought into the Employer’s country. |
| **SCC 40.1** | The currency(ies) of payment shall be the following: |
| **SCC 41.2** | The payment schedule:  *[Note: Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]*  1st payment: *[insert the amount of the installment, percentage of the total Contract price, and the currency. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount as per GCC 41.2.1]*  2nd payment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ……………:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Final payment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *[Note: Total sum of all installments shall not exceed the Contract price set up in SCC38.1.]* |
| **SCC 41.2.1** | ***[Note****: The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]*  The following provisions shall apply to the advance payment and the advance bank payment guarantee:  (1) An advance payment *[*of *[insert amount]* in foreign currency*]* *[*and of *[insert amount]* in local currency*]* shall be made within *[insert number]* days after the receipt of an advance bank payment guarantee by the Employer. The advance payment will be set off by the Employer in equal portions against *[*list the payments against which the advance is offset*]*.  (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.  (3) The bank guarantee will be released when the advance payment has been fully set off. |
| **SCC 41.2.3** | The accounts are:  for foreign currency: *[insert account]*.  for local currency: *[insert account]*. |
| **SCC 42.1** | The interest rate is: *[insert rate]*. |
| **SCC 45.1** | *[Note: In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.]*  **Disputes shall be settled by arbitration in accordance with the following provisions:**  1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:  (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to *[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]* for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *[insert the name of the same professional body as above]* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.  (b) Where the Parties do not agree that the dispute concerns a technical matter, the Employer and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]*.  (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *[name the same appointing authority as in said paragraph (b)]* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.  2. 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.  3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.  4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant’s home country [***Note****:* If the Consultant consists of more than one entity, add*:* or of the home country of any of their members or Parties*]* or of the Government’s country. For the purposes of this Clause, “home country” means any of:  (a) the country of incorporation of the Consultant *[****Note***: If the Consultant consists of more than one entity, add: or of any of their members or Parties*]*; or  (b) the country in which the Consultant’s *[*or any of their members’ or Parties’*]* principal place of business is located; or  (c) the country of nationality of a majority of the Consultant’s *[*or of any members’ or Parties’*]* shareholders; or  (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.  5. Miscellaneous. In any arbitration proceeding hereunder:  (a) proceedings shall, unless otherwise agreed by the Parties, be held in *[select a country which is neither the Employer’s country nor the Consultant’s country]*;  (b) the *[type of language]* language shall be the official language for all purposes; and  (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement. |

# IV. Appendices

**Appendix A – Terms of Reference**

***[Note:*** *This Appendix shall include the final Terms of Reference (TORs) worked out by the Employer 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; Employer’s input, including counterpart personnel assigned by the Employer to work on the Consultant’s team; specific tasks or actions that require prior approval by the Employer.*

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

**Appendix B - Key Experts**

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

**Appendix C – Breakdown of Contract Price**

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

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

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

Should these representations be found by the Employer (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Employer 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 Employer before any such modification, (i) the Employer 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 Employer to the Consultants, the Consultants shall reimburse to the Employer any excess payment within thirty (30) days of receipt of a written claim of the Employer. Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with Clause GCC 45.1(d) of this Contract.”

**Model Form I**

**Breakdown of Agreed Fixed Rates in Consultant’s Contract**

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

(Expressed in *[insert name of currency]*)\*

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Experts | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Name | Position | Basic Remuneration rate per Working Month/Day/Year | Social Charges1 | Overhead1 | Subtotal | Profit2 | Away from Home Office Allowance | Agreed Fixed Rate per Working Month/Day/Hour | Agreed Fixed Rate per Working Month/Day/Hour1 |
| Home Office | |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| Work in the Employer’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 D - Form of Advance Payments Guarantee**

*[See Clause GCC 41.2.1 and SCC 41.2.1]*

*[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 Employer]*

**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 *[insert amount in figures]* (*[amount in words]*) [[10]](#footnote-10)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 their obligation under the Contract because the Consultant:

* 1. has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has filed to repay.
  2. 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 *insert 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 Employer 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]*,[[11]](#footnote-11)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.]*

# PART III

# Section IX. Forms of Notification of Intention of Award and Disclosure of Beneficial Ownership

# Notification of Intention to Award

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

For the attention of Consultant’s authorized representative

Name: *[insert authorized representative’s name]*

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

Telephone number: *[insert authorized representative’s telephone number]*

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

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

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

**Notification of Intention to Award**

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

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

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

**Loan No.:***[insert reference number for loan]*

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

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

1. request a debriefing in relation to the evaluation of your Proposal, and/or
2. submit a Procurement-related Complaint in relation to the decision to award the contract.
3. **The successful Consultant**

|  |  |
| --- | --- |
| **Name:** | [*insert name* *of successful Consultant*] |
| **Address:** | [*insert address* *of the successful Consultant*] |
| **Contract price:** | [*insert contract price* *of the successful Consultant*] |

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

| **Name of Consultant** | **Submitted Proposal** | **[*use for FTP*]**  **Overall technical scores** | **[*use for STP*]**  **Overall technical scores** | **Financial Proposal price (if applicable)** | **Evaluated Financial Proposal price**  **(if applicable)** | **Combined score and ranking (if applicable)** |
| --- | --- | --- | --- | --- | --- | --- |
| [*insert name*] | [*yes/no*] | **Criterion (i):** [*insert score*]  **Criterion (ii):** [*insert score*]  **Criterion (iii):** [*insert score*]  Sub-criterion a:  1: [*insert score*]  2: [*insert score*]  3: [*insert score*]  Sub-criterion b:  1: [*insert score*]  2: [*insert score*]  3: [*insert score*]  Sub-criterion c:  1: [*insert score*]  2: [*insert score*]  3: [*insert score*]  **Criterion (iv):** [*insert score*]  **Criterion (v):** [*insert score*]  **Total score: [*insert score*]** | **Criterion (i):** [*insert score*]  **Criterion (ii):** [*insert score*]  Sub-criterion a: [*insert score*]  Sub-criterion b: [*insert score*]  Sub-criterion c: [*insert score*]  **Total score: [*insert score*]** | [*Proposal price*] | [*evaluated price*] | **Combined Score:**  [*combined score*]  **Ranking:**  [*ranking*] |
| [*insert name*] | [*yes/no*] | **Criterion (i):** [*insert score*]  **Criterion (ii):** [*insert score*]  **Criterion (iii):** [*insert score*]  Sub-criterion a:  1: [*insert score*]  2: [*insert score*]  3: [*insert score*]  Sub-criterion b:  1: [*insert score*]  2: [*insert score*]  3: [*insert score*]  Sub-criterion c:  1: [*insert score*]  2: [*insert score*]  3: [*insert score*]  **Criterion (iv):** [*insert score*]  **Criterion (v):** [*insert score*]  **Total score: [*insert score*]** | **Criterion (i):** *[insert score]*  **Criterion (ii): [***insert score***]**  **Sub-criterion a: [***insert score***]**  **Sub-criterion b: [***insert score***]**  **Sub-criterion c: [***insert score***]**  **Total score: [***insert score***]** | [*Proposal price*] | [*evaluated price*] | **Combined Score:**  [*combined score*]  **Ranking:**  [*ranking*] |
| [*insert name*] | [*yes/no*] | **Criterion (i):** [*insert score*]  **Criterion (ii):** [*insert score*]  **Criterion (iii):** [*insert score*]  Sub-criterion a:  1: [*insert score*]  2: [*insert score*]  3: [*insert score*]  Sub-criterion b:  1: [*insert score*]  2: [*insert score*]  3: [*insert score*]  Sub-criterion c:  1: [*insert score*]  2: [*insert score*]  3: [*insert score*]  **Criterion (iv):** [*insert score*]  **Criterion (v):** [*insert score*]  **Total score: [*insert score*]** | **Criterion (i):** [*insert score*]  **Criterion (ii):** [*insert score*]  Sub-criterion a: [*insert score*]  Sub-criterion b: [*insert score*]  Sub-criterion c: [*insert score*]  **Total score: [*insert score*]** | [*Proposal price*] | [*evaluated price*] | **Combined Score:**  [*combined score*]  **Ranking:**  [*ranking*] |
| [*insert name*] | … |  |  |  |  |  |
| … | … |  |  |  |  |  |

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

|  |
| --- |
| ***[INSTRUCTIONS; State the reason/s why this Consultant’s Proposal was unsuccessful. Do NOT include: (a) a point by point comparison with another Consultant’s Proposal or (b) information that is marked confidential by the Consultant in its Proposal.]*** |

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

|  |
| --- |
| **DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).**  You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.  Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:  **Attention**: [*insert full name of person, if applicable*]  **Title/position**: [*insert title/position*]  **Agency**: [*insert name of Employer*]  **Email address**: [*insert email address*]  If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.  The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.  If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice. |

1. **How to make a complaint**

|  |
| --- |
| **DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [*insert date*] (local time).**  Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:  **Attention**: [*insert full name of person, if applicable*]  **Title/position**: [*insert title/position*]  **Agency**: [*insert name of Employer*]  **Email address**: [*insert email address*]  At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.  In summary, there are four essential requirements:   1. You must be an ‘interested party’. In this case, that means a Consultant who has submitted a Bid in this selection process, and is the recipient of a Notification of Intention to Award. 2. The complaint can only challenge the decision to award the contract. 3. You must submit the complaint within the period stated above. 4. You must include, in your complaint, all of the information pursuant to paragraphs 2.77 to 2.81 of the Bank´s Procurement Policies and Appendices 1 and 3. |

1. **Standstill Period**

|  |
| --- |
| **DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).**  The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.  The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension. |

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

On behalf of [*insert* *the name of the Employer*]:

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title/position:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Telephone:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Email:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Beneficial Ownership Disclosure Form

***INSTRUCTIONS TO CONSULTANTS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM***

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

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

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

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

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

To: **[*insert complete name of Employer*]**

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

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

**Details of beneficial ownership**

|  |  |  |  |
| --- | --- | --- | --- |
| Identity of Beneficial Owner | Directly or indirectly holding 25% or more of the shares  (Yes / No) | Directly or indirectly holding 25 % or more of the Voting Rights  (Yes / No) | Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant  (Yes / No) |
| *[include full name (last, middle, first), nationality, country of residence]* |  |  |  |

***OR***

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

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

**OR**

*(iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]*

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

**Name of the Consultant**: \*[*insert complete name of the Consultant*]\_\_\_\_\_\_\_\_\_

**Name of the person duly authorized to sign the Proposal on behalf of the Consultant**: \*\*[*insert complete name of person duly authorized to sign the Proposal*]\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

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

\*\*\* It is understood that any false or misleading information provided in relation to this requirement may result in actions or penalties by the Bank in accordance with its rules and policies.

1. Environmental and Social Policy Framework GN-2965-23: https://www.iadb.org/en/mpas [↑](#footnote-ref-1)
2. Information on how to present allegations of Prohibited Practices, the application of rules regarding investigation and sanctions process, and the agreement regulating the mutual recognition of sanctions among the IFI’s are available on the Bank's web site (www.iadb.org/integrity) [↑](#footnote-ref-2)
3. Environmental and Social Policy Framework GN-2965-23: https://www.iadb.org/en/mpas [↑](#footnote-ref-3)
4. [↑](#footnote-ref-4)
5. Environmental and Social Policy Framework GN-2965-23: https://www.iadb.org/en/mpas [↑](#footnote-ref-5)
6. Information on how to present allegations of Prohibited Practices, the application of rules regarding investigation and sanctions process, and the agreement regulating the mutual recognition of sanctions among the IFI’s are available on the Bank's web site (www.iadb.org/integrity) [↑](#footnote-ref-6)
7. 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 Employer. [↑](#footnote-ref-7)
8. 2 Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Employer 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 Employer 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 Employer’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.” [↑](#footnote-ref-8)
9. Information on how to present allegations of Prohibited Practices, the application of rules regarding investigation and sanctions process, and the agreement regulating the mutual recognition of sanctions among the IFI’s are available on the Bank's web site (www.iadb.org/integrity) [↑](#footnote-ref-9)
10. 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 Employer. [↑](#footnote-ref-10)
11. 2 Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Employer 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 Employer 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 Employer’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.” [↑](#footnote-ref-11)