



PHILIPPINE RURAL DEVELOPMENT PROJECT-SCALE UP (PRDP-SU)

**Module 3
Procurement Guidelines for
Project Support Implementation
under PRDP-Scale-Up**

JUNE 2023

Table of Contents

GLOSSARY	9
I. INTRODUCTION	11
I. PURPOSE.....	11
II. PROCUREMENT ORGANIZATIONS	12
1. Bids and Awards Committee (BAC)	12
2. Technical Working Group	13
3. Procurement Unit/BAC Secretariat	13
4. National Project Coordination Office (NPCO)	14
5. Project Support Office (PSO).....	15
6. Regional Project Coordinating Office (RPCO).....	15
III. PROCUREMENT PLAN AND REVIEW BY THE BANK	15
1. Prior Review	15
2. Post Review	16
IV. METHODS OF PROCUREMENT	17
1. Approved Selection Method for Goods, Works and Non-Consulting Services	17
2. Approved Selection for Consulting Services	19
V. MARKET APPROACH OPTIONS	35
A. Good, Works and & Non-Consulting Services	35
Open Competition	35
Limited Competition.....	35
Approaching the International Market.....	35
Approaching the National Market.....	35
Prequalification and Initial Selection	36
Prequalification.....	36
Post-Qualification	37
Single Stage One-Envelope	37
Single Stage Two-Envelope	37
Best and Final Offer	37
Negotiations	38
Use of Rated-type Evaluation Criteria.....	38
B. Consulting Services	38
Open Competition	38
Limited Competition.....	39
Approaching the International Market.....	39
Approaching the National Market.....	39
VI. PROCUREMENT PROCEDURES AND TIMELINES	24
1. Procurement steps and timelines for common and most expected procurement methods for goods and non-consulting services	24
a. Request for Quotations Method	24
b. Direct Selection Method	29
2. Selection of Consultants' Services	34
2.1. Developing Terms of Reference.....	34
2.2. Procurement steps and timelines for common and most selection of consultants' services	38

*Module 3: Guidelines for the Procurement of goods, non-consulting services and
Selection of consulting services (Support to Project Implementation)*

a. Quality and Cost Based Selection (QCBS).....	38
b. Fixed Budget Selection (FBS)	40
c. Consultant's Qualification Selection (CQS)	42
d. Selection of Individual Consultant (SIC).....	44
d.1 Open Competitive Selection of Individual Consultants	44
d.2 Limited Competitive Selection of Individual Consultant.....	45
When the Borrower has knowledge of experienced and qualified individuals and their availability, instead of issuing a REoI, it may invite those individual Consultants that it deems qualified to provide the required Consulting Services. The complete TOR shall be sent with the invitation. Individual Consultants shall be selected from those that expressed interest in response to the invitation.....	
d.3 Direct Selection of Individual Consultants.....	45
e. Direct Selection.....	47
f. Selection and Engagement of PRDP-SU Technical Consultant & Contracted Staff	50
VII. CONTRACT IMPLEMENTATION CONDITIONS	53
1. Contract Amendment or Modifications of the Signed Contract.....	53
2. Suspension of Contract	53
3. Liquidated Damages	54
4. Contract Renewal	54
VIII. POSTING OF PROCUREMENT NOTICES AND PUBLICATION OF CONTRACT AWARDS...55	
IX. ANNEXES – RELEVANT PROCUREMENT DOCUMENTS AND FORMS.....55	
REQUEST FOR EXPRESSIONS OF INTEREST	65
(CONSULTING SERVICES – FIRMS SELECTION)	65
Request for Proposals.....	67
PART I68	
Section 1. Request for Proposal Letter	68
Section 2. Instructions to Consultants and Data Sheet	71
A. General Provisions.....	71
1. Definitions.....	71
2. Introduction	73
3. Conflict of Interest	74
4. Unfair Competitive Advantage	75
5. Fraud and Corruption.....	75
6. Eligibility.....	76
B. Preparation of Proposals.....	77
7. General Considerations	77
8. Cost of Preparation of Proposal.....	77
9. Language	78
10. Documents Comprising the Proposal.....	78
11. Only One Proposal.....	78
12. Proposal Validity	78
13. Clarification and Amendment of RFP.....	80
14. Preparation of Proposals Specific Considerations	80
15. Technical Proposal Format and Content	81
16. Financial Proposal	82

C. Submission, Opening and Evaluation	82
17. Submission, Sealing, and Marking of Proposals	82
18. Confidentiality	84
19. Opening of Technical Proposals	84
20. Proposals Evaluation	85
21. Evaluation of Technical Proposals	85
22. Financial Proposals for QBS	85
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	86
24. Correction of Errors	87
25. Taxes	88
26. Conversion to Single Currency	88
D. Negotiations and Award	89
E. Data Sheet	94
Section 3. Technical Proposal – Standard Forms	107
Section 4. Financial Proposal - Standard Forms.....	121
Section 5. Eligible Countries	133
Section 6. Fraud and Corruption.....	135
Section 7. Terms of Reference	137
PART II	137
Section 8. Conditions of Contract and Contract Forms	138
Preface.....	142
I. Form of Contract	145
II. General Conditions of Contract	149
A. GENERAL PROVISIONS.....	149
1. Definitions.....	149
2. Relationship between the Parties.....	150
3. Law Governing Contract	151
4. Language.....	151
5. Headings	151
6. Communications	151
7. Location	151
8. Authority of Member in Charge	151
9. Authorized Representatives	151
10. Fraud and Corruption	151
B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT.....	152
11. Effectiveness of Contract.....	152
12. Termination of Contract for Failure to Become Effective	152
13. Commencement of Services	152
14. Expiration of Contract.....	152
15. Entire Agreement.....	152
16. Modifications or Variations	152
17. Force Majeure.....	153
18. Suspension	154
19. Termination	154

**Module 3: Guidelines for the Procurement of goods, non-consulting services and
Selection of consulting services (Support to Project Implementation)**

C. OBLIGATIONS OF THE CONSULTANT	157
20. General.....	157
21. Conflict of Interest	158
22. Confidentiality.....	159
23. Liability of the Consultant.....	159
24. Insurance to be taken out by the Consultant.....	159
25. Accounting, Inspection and Auditing.....	159
26. Reporting Obligations	159
27. Proprietary Rights of the Client in Reports and Records.....	160
28. Equipment, Vehicles and Materials.....	160
D. CONSULTANT’S EXPERTS AND SUB-CONSULTANTS	160
29. Description of Key Experts.....	160
30. Replacement of Key Experts	161
31. Approval of Additional Key Experts	161
32. Removal of Experts or Sub-consultants.....	161
33. Replacement/ Removal of Experts – Impact on Payments	162
34. Working Hours, Overtime, Leave, etc.....	162
E. OBLIGATIONS OF THE CLIENT	162
35. Assistance and Exemptions	162
36. Access to Project Site.....	163
37. Change in the Applicable Law Related to Taxes and Duties	163
38. Services, Facilities and Property of the Client	164
39. Counterpart Personnel	164
40. Payment Obligation	164
F. PAYMENTS TO THE CONSULTANT	164
41. Ceiling Amount	164
42. Remuneration and Reimbursable Expenses.....	165
43. Taxes and Duties	165
44. Currency of Payment	165
45. Mode of Billing and Payment	166
46. Interest on Delayed Payments.....	167
G. FAIRNESS AND GOOD FAITH.....	167
47. Good Faith.....	167
H. SETTLEMENT OF DISPUTES.....	167
48. Amicable Settlement	167
49. Dispute Resolution.....	168
III. Special Conditions of Contract	171
IV. Appendices.....	185
Appendix A – Terms of Reference	185
Appendix B - Key Experts.....	185
Appendix C – Remuneration Cost Estimates	185
Appendix D – Reimbursable Expenses Cost Estimates.....	189
Appendix E - Form of Advance Payments Guarantee	190
Preface.....	196
I. Form of Contract	199
II. General Conditions of Contract	203

*Module 3: Guidelines for the Procurement of goods, non-consulting services and
Selection of consulting services (Support to Project Implementation)*

A. GENERAL PROVISIONS	203
2. Relationship between the Parties	205
3. Law Governing Contract	205
4. Language	205
5. Headings.....	205
6. Communications.....	205
7. Location.....	205
8. Authority of Member in Charge	205
9. Authorized Representatives	205
10. Fraud and Corruption	206
B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT.....	206
11. Effectiveness of Contract	206
12. Termination of Contract for Failure to Become Effective.....	206
13. Commencement of Services.....	206
14. Expiration of Contract	206
15. Entire Agreement	206
16. Modifications or Variations	206
17. Force Majeure.....	207
18. Suspension.....	208
19. Termination	208
C. OBLIGATIONS OF THE CONSULTANT	211
20. General.....	211
21. Conflict of Interest	211
22. Confidentiality	213
23. Liability of the Consultant.....	213
24. Insurance to be taken out by the Consultant	213
25. Accounting, Inspection and Auditing.....	213
26. Reporting Obligations.....	213
27. Proprietary Rights of the Client in Reports and Records.....	214
28. Equipment, Vehicles and Materials.....	214
D. CONSULTANT’S EXPERTS AND SUB-CONSULTANTS	214
29. Description of Key Experts	214
30. Replacement of Key Experts	215
31. Removal of Experts or Sub-consultants	215
E. OBLIGATIONS OF THE CLIENT	215
32. Assistance and Exemptions.....	215
33. Access to Project Site.....	216
34. Change in the Applicable Law Related to Taxes and Duties.....	216
35. Services, Facilities and Property of the Client	217
36. Counterpart Personnel	217
37. Payment Obligation.....	217
F. PAYMENTS TO THE CONSULTANT	217
38. Contract Price	217
39. Taxes and Duties	217
40. Currency of Payment	217
41. Mode of Billing and Payment.....	218
42. Interest on Delayed Payments	219
G. FAIRNESS AND GOOD FAITH.....	219

43.	Good Faith	219
H.	SETTLEMENT OF DISPUTES.....	219
44.	Amicable Settlement	219
45.	Dispute Resolution	219
III.	Special Conditions of Contract	223
IV.	Appendices.....	237
	Appendix A – Terms of Reference	237
	Appendix B - Key Experts	237
	Appendix C – Breakdown of Contract Price	237
	Appendix D - Form of Advance Payments Guarantee	240
16.	Fraud and Corruption	260
	ACKNOWLEDGEMENT	261

LIST OF TABLES

Table 1.	PRIOR REVIEW PER PROCUREMENT METHOD	15
Table 2.	REQUEST FOR QUOTATIONS	25
Table 3.	DIRECT SELECTION METHOD	31
Table 4.	QUALITY AND COST BASED SELECTION (QCBS)	39
Table 5.	FIXED BUDGET SELECTION (FBS).....	41
Table 6.	CONSULTANT’S QUALIFICATION SELECTION (CQS)	43
Table 7.	SELECTION OF INDIVIDUAL CONSULTANT (SIC)	46
Table 8.	DIRECT SELECTION (Individual/Firm)	49
Table 9.	RENEWAL OR RE-HIRING OF PRDP-SU TECHNICAL CONSULTANT AND CONTRACTED STAFF	51

LIST OF FIGURES

Figure 1.	Procurement steps for Request for Quotations Method	28
Figure 2.	Procurement steps for Direct Selection Method.....	33
Figure 3.	Steps of the selection process of Consultant’s Services.....	52

LIST OF ANNEXES

Annex A.	Fraud and Corruption	55
Annex B.	Purchase Request Action Slip (PRAS)	57
Annex C.	Technical Specifications and Supporting Documents for Common Procurement Requirements.....	59
Annex D.	Request for Quotations (RFQ)/ Invitation to Quote (ITQ)	61
Annex E.	Request for Expression of Interest (REOI)	63
Annex F.	Request for Proposal (RFP)	67
Annex G.	Supplemental/ Bid Bulletin	252
Annex H.	Purchase Order (P.O.)	253

**Module 3: Guidelines for the Procurement of goods, non-consulting services and
Selection of consulting services (Support to Project Implementation)**

Annex I. Work Order (W.O.)	254
Annex J. Abstract of Bids/ Quotations	255
Annex K. Matrix of Curriculum Vitae/ Expression of Interest.....	256
Annex L. WB Contract Form for Individual Consultant	257
Annex M. PRDP-SU Technical Consultant and Contracted Staff Contract Form	262
Annex N. Notice of Award (NOA)	269
Annex O. Notice to Proceed (NTP)	270
Annex P. Template for Posting of Contract Awards	271
Annex Q. Checklist for payment of Goods and Non-consulting Services	273
Annex R. Checklist for payment of Consulting Services.....	274

GLOSSARY

In this guidelines, the following terms shall be interpreted as indicated:

Bids and Awards Committee (BAC)/Special Bids and Awards Committee (SBAC) – Refers to the committee created under PRDP-SU responsible for the procurement requirements of the Procuring Entity.

Bid/Quotation – Refers to a signed offer or proposal submitted by a supplier/ service provider/ consultant in response to an invitation to bid/quote by the PRDP-SU. The term “Bid/Quotation” shall be equivalent to and be used interchangeably with “Proposal” and “Tender”.

Bidder – refers to an eligible bidder (i.e. contractor, manufacturer, supplier, distributor, service provider and/or consultant) competing for the award of a contract in any procurement by the PRDP-SU.

Bidding/Procurement Documents – Refer to the documents issued by the procuring entity as the basis for bids/quotations, furnishing all information necessary for a prospective bidder to prepare a bid/quotation for the goods, infrastructure projects (as applicable), non-consulting services and/or consulting services required by the procuring entity. The term “Bidding/ Procurement Documents” shall be equivalent to and be used interchangeably with “Request for Quotations” and “Request for Expression of Interest”. For PRDP-SU, the Philippine Bidding Document for goods latest edition as harmonized with R.A. 9184 otherwise known as the Government Procurement Reform Act (GPRA) of the Philippines and WB shall be used, in case of Request for Bids (RFB).

Consulting services – Refer to services for PRDP-SU requiring adequate external technical inputs and professional expertise, such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; and (iii); other technical services or special studies.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier/ Service Provider/ Contractor/ Consultant as recorded in the Contract Form signed by the parties. The term “Contract” shall be equivalent to “Purchase Order” and “Work Order”.

Goods and Non-Consulting Services– Goods include vehicles, office and information technology equipment, office equipment/furniture, office supplies, software, Advocacy and IEC materials, communication equipment, tools, devices, construction materials, office maintenance and other related goods which may be needed in the implementation of PRDP-SU or in the pursuit of any Project undertaking or activity. Non-Consulting Services refers to non-personal or contractual services such as fabrication, lease, repair and maintenance of office/equipment, trucking, hauling, janitorial or security services, rental of equipment/

**Module 3: Guidelines for the Procurement of goods, non-consulting services and
Selection of consulting services (Support to Project Implementation)**

vehicles, rental of venues and facilities, subscriptions of communications, engagement of short term resource persons or facilitators or documenters, catering services for workshops and trainings, attendance to external trainings and seminars and other short term services not considered as consulting services. It includes general support services i.e. commissioning, installations of supplied equipment.

Personnel Selection Committee (PSC) – A committee under PRDP-SU in-charge in the selection and evaluation of PRDP-SU technical consultants and contracted staff.

Procurement – The process of acquisition of goods, non-consulting services and contracting of consulting services by the PRDP-SU through the NPCO, PSOs and RPCOs.

Procurement Unit – Established in the NPCO, PSOs, RPCOs to assist the BAC. Act as the BAC Secretariat.

Procuring Entity – Refers to the National Project Coordination Office (NPCO), Project Support Coordination Office (PSOs) and Regional Project Coordination Officer (RPCOs).

Substantially Compliant/Responsive – Compliance of a bid/quotation *acceptable* to the TWG/End-user considering that it satisfies the purpose or objective of the procurement at hand despite not fully complying the requirement stated in the Request for Quotations/proposal (RFQ/RFP). This is determined upon evaluation by the TWG/ Technical Expert with the End-user when there are substantially compliance to the bid requirements including Purchaser's specifications, and can be recommended as basis for the award of contract.

Technical Consultant/ Contracted Staff – Refers to PRDP-SU hired technical consultants and contracted staff that are part of the Project staffing design to implement, perform functions and provide technical assistance and support on the day to day Project operations.

Technical Working Group – Created to assist the BAC in the procurement process, particularly in the eligibility screening, evaluation of bids, post qualification and provide necessary technical assistance.

I. INTRODUCTION

The I-SUPPORT Component would provide the overall management and implementation support mechanisms for the Project. The Component provides for functional and efficient project support mechanisms that would ensure smooth implementation of the Project across regions and including support for stakeholder engagement.

Procurement that are managed by the National Project Coordination Office (NPCO), Project Support Offices (PSOs), and Regional Project Coordination Offices (RPCOs) including support to Project management and implementation shall be carried out in accordance to this set of guidelines as indicated in the Loan Agreement and based on World Bank Procurement Guidelines and the Government Procurement Reform Act (RA 9184), as applicable.

This guidelines describes the methods and procedures for the procurement. In all cases, the procurement of goods, non-consulting and consulting services shall be in accordance with the Loan Agreement signed by the Government of the Philippines (GOP) and the World Bank (WB).

I. PURPOSE

The purpose of this guidelines is to inform those carrying out a project that is financed in whole or in part by a loan from the International Bank for Reconstruction and Development (IBRD) and executed by the recipient, of the policies and procedure that govern the procurement of goods, works and non- consulting services and for selecting, contracting, and monitoring consultants required for the Philippine Rural Development Program (PRDP-SU).

Procurement, including those managed by the National Project Coordination Office (NPCO), Project Support Offices (PSOs) and Regional Project Coordination Offices (RPCOs), shall be carried out in accordance with the World Bank Procurement Regulations.

The I-SUPPORT Component will ensure that enhancement and updating of procurement guidelines will be done.

II. PROCUREMENT ORGANIZATIONS

The Bids and Awards Committee (BAC), Technical Working Group (TWG) and Procurement Unit/ BAC Secretariat shall take on a larger share of responsibilities and delegated authority in terms of coordination, review and oversight of procurement activities.

1. Bids and Awards Committee (BAC)

Generally, the existing Bids and Awards Committee (BAC) of the Department of Agriculture shall be utilized for the procurement of goods and non- consulting services and selection of consultancy in PRDP-SU. However, certain arrangements were made to accommodate the existing practice and to ensure a faster and efficient delivery of the goods and services.

BAC Structure

The RPCOs, PSOs and the NPCO shall have its Bids and Award Committee (BAC) to undertake the procurement activities for the project implementation. They may use the existing BAC of the DA-Regional Office to support the Department objective to consolidate all procurement activities. However, to expedite the procurement process as the Project is time-bounded, the RPCOs, PSOs and the NPCO may create a special BAC.

The composition of the BAC/SBAC shall be at least five (5) but no more than seven (7) members of integrity and experience on procurement. It shall be headed by a Chairman who is at least a third-ranking official of the DA. Members shall be at least a fifth-ranking official with knowledge and expertise in procurement or if not available, the next lower rank official.

The SBAC Secretariat Head shall be the assigned Procurement Unit Head of the concerned RPCO, PSO, and NPCO.

SBAC Honorarium

The Procuring Entity may grant payment of honoraria to BAC members, TWG and BAC Secretariat subject to the existing laws and issuances of concerned government agencies.

2. Technical Working Group

The Bids and Awards Committee (BAC) may create, when necessary, a Technical Working Group from a pool of technical, financial and/or legal experts to assist in the procurement process such as:

- (a) Review of the Technical Specifications, Scope of Work, and Terms of Reference
- (b) Review of Bidding Documents
- (c) Shortlisting of Consultants
- (d) Eligibility Screening
- (e) Evaluation of Bids;
- (f) Evaluation of technical and financial proposals
- (g) Post-Qualification
- (h) Resolution of Request for Reconsideration
- (i) Provide necessary technical assistance

TWG may not be required for procurement of standard or off-the-shelves goods and non-consulting services. BAC Recommendation will suffice as it presumed regularity in the performance of its function.

3. Procurement Unit/BAC Secretariat

A Procurement Unit shall be established in the NPCO, PSOs and RPCOs to assist the BAC.

The NPCO-Procurement Unit may compose of the following:

- Unit Head;
- Alternate Unit Head;
- Procurement Specialist/s;
- Procurement Officer/s;
- Associate Procurement Officer/s;
- Project Development Associate/s;

The PSO-Procurement Unit may compose of the following:

- Unit Head;
- Alternate Unit Head;
- Procurement Specialist/s;
- Procurement Officer/s;
- Associate Procurement Officer/s;

The RPCO-Procurement Unit may compose of the following:

- Procurement Officer/s;
- Associate Procurement Officer/s;

The Procurement Unit shall coordinate with respective PRDP-SU Components/Units for any clarification, technical assistance or relevant concerns to procurement.

4. National Project Coordination Office (NPCO)

A Special Bids and Award Committee (SBAC) was created with the following functions:

- (a) advertise and/or post the invitation to bid/request for expressions of interest;
- (b) conduct pre-procurement and pre-bid conferences;
- (c) determine the eligibility of prospective bidders;
- (d) conduct shortlisting of consultants (firms/individual consultants);
- (e) receive and open bids;
- (f) conduct the evaluation of bids;
- (g) conduct evaluation of technical and financial proposals;
- (h) undertake post-qualification proceedings;
- (i) resolve requests for reconsideration;
- (j) recommend award of contracts to the HOPE or his duly authorized representative;
- (k) recommend the imposition of sanctions in accordance with Rule XXIII;
- (l) perform such other related functions as may be necessary, including the creation of a Technical Working Group (TWG) from a pool of technical and financial experts from different components/units to assist in the following:

The Procurement Unit of NPCO was designated by HOPE as the SBAC secretariat to provide main support of SBAC. The Secretariat shall have the following functions and responsibilities:

- (a) Provide administrative support to the SBAC and the TWG;
- (b) Organize and make all necessary arrangements for SBAC and the TWG meetings and conferences;
- (c) Prepare minutes of meetings and resolutions of the BAC;
- (d) Take custody of procurement documents and other records and ensure that all procurements undertaken by the Procuring Entity are properly documented;
- (e) Manage the sale and/or distribution of Procurement/Bidding Documents to interested and potential bidders;
- (f) Advertise and/or post procurement opportunities, including Bidding Documents, RFQs, REOs, and notices of awards;
- (g) Assist in managing the procurement processes;
- (h) Monitor procurement activities and milestones for proper reporting to relevant agencies when required;
- (i) Consolidate PPMPs from RPCOs and PSOs and prepare the APP; and

Module 3: Guidelines for the Procurement of goods, non-consulting services and Selection of consulting services (Support to Project Implementation)

- (j) Act as the central channel of communications for the SBAC with end-user or implementing units, other government agencies, providers of goods, infrastructure projects, and consulting services, observers, and the general public.

5. Project Support Office (PSO)

PSOs utilized the existing BAC of the regional office where the PSO is based. However, the Technical Working Group was created in the PSOs to support the regular BAC in the evaluation of the quotations and technical and financial proposals of the consultants and Curriculum Vitae of the technical staff of PSO. Certain arrangements were made to accommodate the existing practice and to ensure a faster and efficient delivery of the goods and services such as creation of Special Bids and Awards Committee (SBAC).

6. Regional Project Coordinating Office (RPCO)

The Special Bids and Awards Committee or the regular Bids and Award Committee of the DA Regional Offices conducts for the procurement of goods, non-consulting services and selection of consultants for the RPCOs.

III. PROCUREMENT PLAN¹ AND REVIEW BY THE BANK

The Procuring Entity (Department of Agriculture through PRDP-SU) shall ensure that the goods, non-consulting services and consulting services to be procured are included in the Procurement Plan of the Project duly approved by the Bank. Trainings and incremental operating costs does not require Bank's approval but may be reflected in the Procurement Plan or Work and Financial Plan, for purposes of guiding the project to reflect all items of expenditures in the budget.

1. Prior Review

Procurement requirements subject to prior-review will be conducted by the Bank to which the procurement at hand is charged following the thresholds below.

Table 1. PRIOR REVIEW PER PROCUREMENT METHOD

Procurement Method	Threshold (Value \$)	Prior Review
Procurement of Goods		
Request for Bid (RFB) with international market approach	≥ 3M	All Contracts

¹ Refer to page 21 of the Cross Reference Guidelines for Procurement.

**Module 3: Guidelines for the Procurement of goods, non-consulting services and
Selection of consulting services (Support to Project Implementation)**

Request for Bids (RFB) with national market approach	<3M	≥ 2M
Request for Quotations	<200,000	none
Direct Selection	Subject to Justification in accordance with 6.9 of the procurement regulations	≥ 2M
Selection of Consulting Firms		
Quality Cost Based Selection (QCBS)	≥ 300,000 (may be used also for <300,000)	≥ 1M
Fixed Budget Selection (FBS)	≥ 300,000 (may be used also for <300,000)	≥ 1M
Consultants Qualification Selection (CQS)	300,000 and below	none
Direct Selection	On exceptional basis subject to justification in accordance with 7.14 of the procurement regulations	≥ 1M
Selection of Individual Consultants and PRDP-SU Technical Consultants and Contracted Staff		
Selection of Individual Consultant (SIC)	Regardless of Amount	≥ 0.3M
Direct Selection	On exceptional basis subject to justification in accordance with paras. 3.9 and 5.4 of Consultant Guidelines	≥ 0.3M

2. Post Review

The Bank shall carry out procurement supervision missions to conduct post review of contracts that are not subject to the above prior review requirements on a frequency of every twelve (12) months or as agreed with PRDP-SU. The procurement post-review shall cover at least 20 percent (or as agreed with PRDP-SU) of the post reviewed contracts.

IV. METHODS OF PROCUREMENT

1. Approved Selection Method for Goods, Works and Non-Consulting Services

- 1.1. Goods and non-consulting services amounting to US\$3,000,000 and above per contract will be procured following the World Bank procedure for *Request for Bids RFB with international market approach*. Request for Bids RFB with international market approach for goods and non-consulting services will most likely not be utilized but in case this is used, goods and non-consulting services amounting to US\$3,000,000 and above per contract will be procured following the World Bank procedure for Request for Bids RFB with national market approach;
- 1.2. Contracts estimated to cost US\$200,000 equivalent and above but not more than US\$3,000,000 will be procured through **Request for Bids RFB with national market approach*. where the Philippine Bidding Documents under Module 2 (Procurement Guidelines for Goods, Works and Non-consulting Services for IREAP Subprojects) shall be used, where criteria and procedures provided for in the PBD for Goods shall apply;

Request for Bids (RFB)*, as the default method of procurement, may be utilized regardless of the amount of the Estimated Project Cost (EPC). On the other hand, the applicable threshold for PRDP-SU in *Request for Quotations* under Table 1. Procurement Methods, p. 36 of PRDP-SU Cross Reference Manual is less than **Two Hundred Thousand US dollars (US\$200,000.00).
- 1.3. Procurement for goods and non-consulting services costing below \$200,000 will be awarded based on *Request for Quotations Method/RFQ*, by comparing price quotations obtained from at least three suppliers.; and
- 1.4. *Direct Selection Method* (if applicable and may be an appropriate method under several circumstances).

Goods, Works, and Non-consulting Services	Market approach options											
Approved selection method	Open	Limited	Direct	Inter-national	National	PQ	IS	Single-stage	Multi-stage	BAFO	Negotiation	Rated criteria
Selection methods												
Request for Bids	?	?	X	?	?	optional	X	?	X	?	?*	not normally
Request for Quotations	?	?	X	?	?	X	X	?	X	X	X	X
Direct Selection	X	X	?	X	X	X	X	?	X	X	?	X

? This market approach option is available

X This market approach option is not available

PQ = Prequalification

IS = Initial Selection

*This refers to negotiations after a competitive process as per Paragraphs 6.34 to 6.36 4TH Edition of Procurement Regulations

2. Approved Selection for Consulting Services

2.1 Quality and Cost Based Selection. Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection; and

2.2. Other Methods of Procurement of Consultants' Services. The following methods, other than Quality- and Cost-based Selection maybe used for procurement of consultants' services for those contracts which are specified in the Procurement Plan: (i) *Fixed Budget Based Selection*; (ii) *Consultant's Qualifications Based Selection* (iii) *least cost based selection*; (iv) *Selection of Individual Consultants*; and (v) *Direct Selection*

Consulting Services	Market approach options					
Approved selection methods	Open	Limited	Direct	Inter-national	National	Shortlist
Selection methods						
Quality Cost Based Selection	?	X	X	?	?	?
Fixed Budget Based Selection	?	X	X	?	?	?
Least Cost Based Selection	?	X	X	?	?	?
Quality Based Selection	?	X	X	?	?	?
Consultant's Qualification Based Selection	?	?	X	?	?	X
Direct Selection	X	X	?	X	X	X
Selection Methods for Individual Consultants						
Selection of Individual Consultants	?	?	?	X	X	X

? This market approach option is available

X This market approach option is not available

V. MARKET APPROACH OPTIONS

A. Good, Works and & Non-Consulting Services

Open Competition

An open competitive approach to market is the Bank's preferred approach as it provides all eligible prospective Bidders/Proposers with timely and adequate advertisement of a Borrower's requirements and an equal opportunity to bid/propose for the required Goods, Works, or Non-consulting Services. Any approach, other than open competition, shall be justified by the Borrower. Any such approach shall be stated in the Procurement Plan.

Limited Competition

A limited competitive approach to market is by invitation only, without advertisement. It may be an appropriate method of selection where there are only a limited number of firms or there are other exceptional reasons that justify departure from open competitive procurement approaches.

Approaching the International Market

Approaching the international market (international competitive procurement), is appropriate when the participation of foreign firms will increase competition and may assure the achievement of best VfM and fit-for-purpose results.

Open international competitive procurement, for which international advertisement is required in accordance with these Procurement Regulations, is the preferred approach for complex, high-risk, and/or high-value contracts. The Bank has set specific thresholds for this purpose. (see Guidance on Country Thresholds)

Approaching the National Market

As agreed in the Procurement Plan, approaching the national market may be appropriate when the procurement is unlikely to attract foreign competition because of:

- A. the size and conditions of the market;
- B. the value of the contract;
- C. activities that are scattered geographically, spread over time, or are labor-intensive; or
- D. the Goods, Works, or Non-consulting Services are available locally at prices below the international market.

Approaching the national market may also be appropriate when the advantages of approaching the international market are clearly outweighed by the administrative or financial burden involved.

If foreign firms wish to participate in open national competitive procurement, they are allowed to do so on the terms and conditions that apply to national firms.

When approaching the national market, the country's own procurement procedures may be used, as specified in Paragraphs 5.3 to 5.6 (4th edition of procurement regulations).

Prequalification and Initial Selection

Prequalification and Initial Selection are processes used to shortlist Applicants in the procurement of Goods, Works and Non-consulting Services. These processes ensure that only those with appropriate and adequate capacity, capability and resources are invited to submit Bids/Proposals. In undertaking a Prequalification or Initial Selection the Borrower shall use the Bank's Standard Prequalification document/Initial Selection document.

Prequalification or Initial Selection is appropriate for large or complex contracts, or in other circumstances, such as: the need for custom-designed equipment, Plant, specialized services, some complex information and technology, procurement under turnkey, design and build, or management contracting in which the high costs of preparing detailed Bids/Proposals could discourage competition.

The assessment of an Applicant's qualifications shall not take into consideration the qualifications of other firms such as its subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the Prequalification/Initial Selection document), or any other firm different from the firm that submitted the Prequalification/Initial Selection Application.

When the time elapsed between the Borrower's decision on the list of prequalified/initially selected Applicants and the issuance of request for bids/request for proposals documents is longer than twelve (12) months, the Bank may require that a new Prequalification/Initial Selection process is conducted through re-advertisement.

Prequalification

Prequalification is normally used with Requests for Bids and is optional depending on the nature and complexity of the Goods, Works or Non-consulting Services. In Prequalification, minimum requirements are normally assessed on a pass/fail basis against such criteria as: eligibility, experience, technical capability and financial resources. These take into account objective and measurable factors such as: experience, satisfactory past performance, successful completion of similar contracts over a given period, capability of construction and/or manufacturing facilities, financial situation, and eligibility. All

Applicants that substantially meet the minimum qualification requirements are invited to submit a Bid.

At the end of the Prequalification process, the Borrower shall inform all Applicants of the results of the Prequalification. The invitation to submit a Bid to a prequalified Applicant shall include the names of all prequalified Applicants.

Post-Qualification

If Bidders/Proposers have not been prequalified/ initially selected, the Borrower shall specify appropriate qualification requirements in the request for bids/request for proposals document to verify that a Bidder/Proposer that would be recommended for contract award has the capability and resources to effectively carry out the contract. The assessment of a firm's qualifications shall not take into consideration the qualifications of other firms such as its subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the request for bids/request for proposals document), or any other firm different from the firm that submitted the Bid/Proposal.

Single Stage One-Envelope

Single-stage procurement is most appropriate when the specifications and requirements are sufficient to enable submissions of complete Bids/Proposals. Single stage-one envelope procurement requires submission of both technical and financial Bids/Proposals in one envelope.

Single Stage Two-Envelope

If appropriate, a two-envelope process may be used in single-stage procurement. The first envelope contains the qualifications and technical part and the second envelope the financial (price) part; the two-envelope are opened and evaluated sequentially.

Best and Final Offer

In international competitive procurement subject to prior review, the Bank may agree to the Borrower's use of Best and Final Offer (BAFO). BAFO is an option under which the Borrower invites Bidders/Proposers that have submitted substantially responsive Bids/Proposals to submit their best and final offer. Such a process may be appropriate when the procurement process would benefit from Bidders'/Proposers' having a final opportunity to improve their Bids/Proposals, including by reducing prices, clarifying or modifying their Bid/Proposal, or providing additional information. The Borrower shall

inform Bidders/Proposers in the request for bids/request for proposals document:

- a) if a BAFO is to be used;
- b) that Bidders/Proposers are not obliged to submit a BAFO; and
- c) that there will be no negotiation after the BAFO.

If BAFO is to be applied, the Borrower shall engage the services of a Probity Assurance Provider, agreed with the Bank.

Negotiations

In international competitive procurement subject to prior review, the Bank may agree to the Borrower's use of negotiations following Bid/Proposal evaluations and before final contract award.

Any negotiation shall be in accordance with the requirements of the request for bids/request for proposals document. If negotiations are undertaken, they shall be held in the presence of a Probity Assurance Provider, agreed with the Bank. Negotiations may involve terms and conditions, price, and/or social, environmental, and innovative aspects, as long as they do not change the minimum requirements of the Bid/Proposal.

The Borrower shall negotiate first with the Bidder/Proposer that has the Most Advantageous Bid/Proposal. If the outcome is unsatisfactory or an agreement is not reached, the Borrower may then negotiate with the next Most Advantageous Bid/Proposal, and so on down the list until a satisfactory outcome is achieved.

Use of Rated-type Evaluation Criteria

Rated-type criteria are criteria that are evaluated on merit points as they cannot be fully assessed in monetary terms. The merit points assigned are normally based on the degree to which the Proposal meets or exceeds the requirements detailed in the request for bids/request for proposals document.

B. Consulting Services

Open Competition

b.1 An open competitive approach to market provides all eligible prospective firms or individual Consultants with timely and adequate advertisement of a Borrower's requirements and an equal opportunity to provide the required Consulting Services. Open, competitive procurement approaches, including the advertisement for EoI, is the preferred approach for Bank-financed selection of Consultants.

Limited Competition

b.2 Limited competition is competitive selection in which the Borrower prepares a Shortlist without advertisement. It may be appropriate when there are only a limited number of qualified Consultants that can carry out the subject assignment, or other justifiable exceptional reasons. Borrowers shall seek EoIs from a list of potential Consultants that is broad enough to ensure adequate competition.

Approaching the International Market

An open international competitive procurement/selection market approach, with mandatory international advertisement in accordance with these Procurement Regulations, is used when the participation of foreign firms is most likely to achieve the best fit-for-purpose and VfM.

Approaching the National Market

As agreed in the Procurement Plan, national selection through advertisement in the national media/press may be used when the nature, scope, and/or value of the Consulting Services is unlikely to attract foreign competition and there are adequate qualified national Consultants to carry out the assignments. If foreign Consultants wish to participate in national selection, they may do so. When approaching the national market, the country's own procurement procedures may be used as specified in Paragraphs 5.3 to 5.6 (4th edition of procurement regulations.)

VI. PROCUREMENT PROCEDURES AND TIMELINES

The method of procurement to be used must always be as indicated in the approved Annual Procurement Plan (APP). There has to be an allocation for items or contingencies wherein procurement through Request for Quotations has been identified. Otherwise, the APP would have to be amended or updated. Change in the mode of procurement must be approved by the Head of the Procuring Entity (HOPE).

1. Procurement steps and timelines for common and most expected procurement methods for goods and non-consulting services

a. Request for Quotations Method

A RFQ is a competitive method that is based on comparing price quotations from firms. This method may be more efficient than the more complex methods for procuring limited quantities of readily available off-the-shelf Goods or Non-consulting Services, standard specification commodities, or simple civil Works of small value.

The following steps need to be followed in procuring through the Request for Quotations Method.

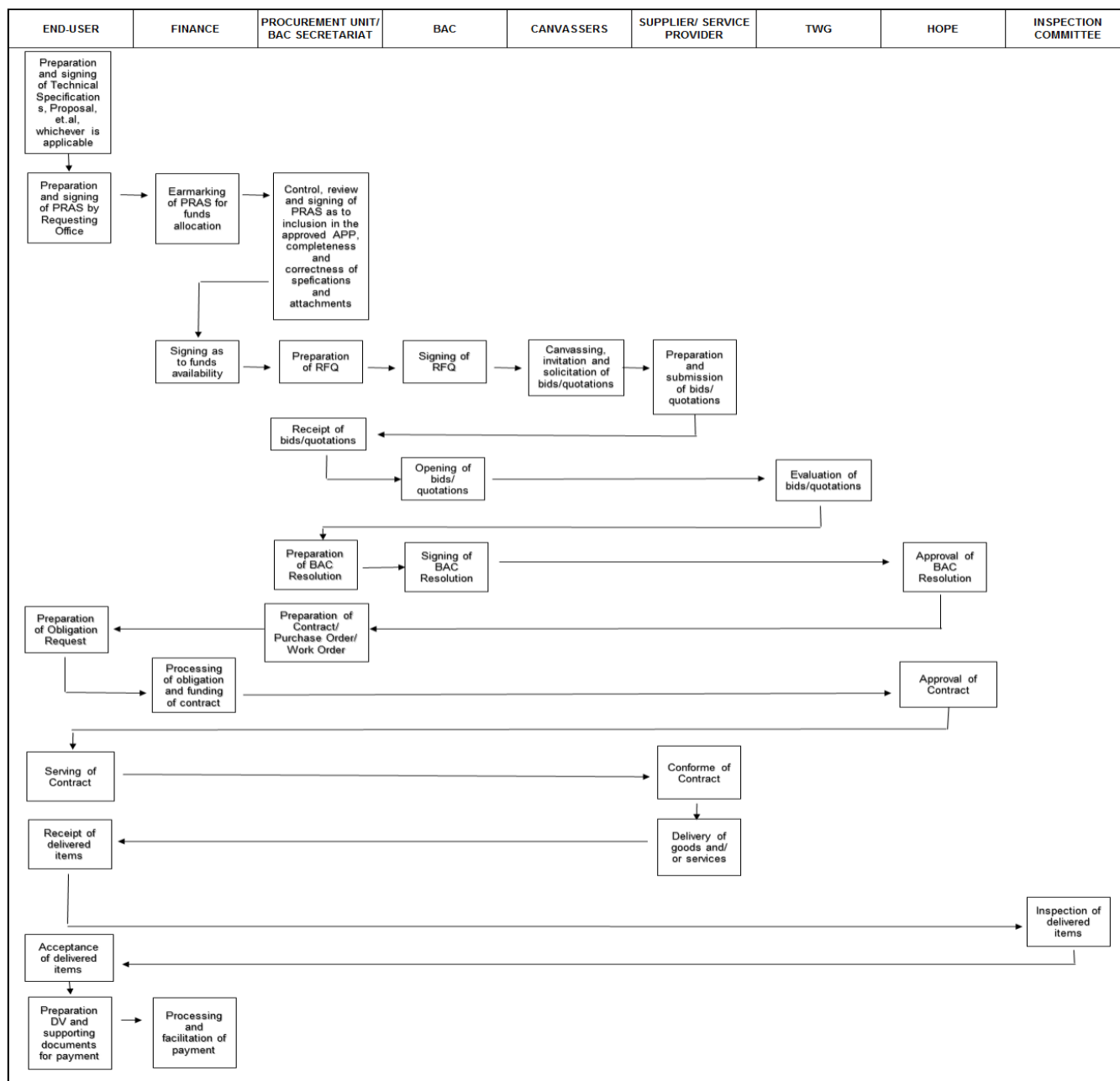
Table 2. REQUEST FOR QUOTATIONS

STEPS	Procurement, Contract Implementation and Payment Phase	Ideal Period of action (Working Days)
1	Preparation and signing of supporting documents such as Technical Specifications, Proposal, Inventory List, Distribution List, et.al (whichever, is applicable).	5
2	<p>Preparation and approval of Purchase Request Action Slip (PRAS) or Purchase Request (PR)</p> <p>PRAS shall contain description of the goods and non-consulting services to be procured for goods or the type, size, major items and other important or relevant features.</p>	
3	Preparation and approval of Request for Quotations (RFQ).	2
4	<p>Posting of Request for Quotations on PhilGEPS/ PRDP-SU website.</p> <p>For transparency purposes, the Procurement Unit shall post the Request for Quotations (RFQ) for information purposes at PhilGEPS/ PRDP-SU website for at least 3 calendar days. Posting is not required for RFQs with estimated project costs equal to Fifty Thousand Pesos (Php50,000.00) and below.</p> <p>The canvassers shall serve the RFQs to suppliers of known qualifications to at least three (3) price quotations and must be obtained within the prescribed deadline.</p> <p>A supplier of known qualifications is one who has a:</p> <ol style="list-style-type: none"> 1. Valid Mayor's/Business Permit 2. BIR Certificate of Registration 3. PhilGEPS Certificate of Registration/Membership. <p>Those suppliers who responded through PhilGEPS posting or direct invitation through a letter, facsimile, or electronic means shall be allowed to participate. Their quotations shall be accompanied by An Notarized Affidavit of Undertaking.</p> <p>The BAC will allow the procurement through Request for Quotations if at least three quotations are submitted and the request is within the Request for Quotations threshold. If the</p>	3

	<p>minimum three (3) price quotations are not obtained, the BAC shall require from the canvassers, proof that RFQs were sent out to suppliers. The BAC may also require from the Procurement Unit, the reasons and justification why no other competitive method could be considered before they proceed in the evaluation of the responses received.</p> <p>To minimize the risk of getting only one or two quotations, the Procurement Unit and canvassers are advised to issue more than three RFQs. The Procurement Unit shall extend the deadline of submission in cases of any amendment to the RFQ or should there be a need to widen invitations.</p> <p>The supplier shall submit their quotation to the Procurement Unit within the duration stated in the RFQ. A supplier is allowed to submit an offer which provides for superior specifications and/or better terms and conditions advantageous to the PRDP-SU at no extra cost. However, the BAC/TWG should not give any bonus, credit or premium to such offer in the evaluation of quotations. Any quotations submitted after the deadline shall be declared "Late". No bid or performance securities are required. Quotations may be submitted by letter, facsimile, or by electronic means.</p>	
5	Opening of quotations	5
6	<p>Conduct of evaluation of quotation including post qualification and submission of the recommendation of award.</p> <p>If the bid is above EPC, it shall not be automatically rejected. The current market prices must be established. And the acceptance of bids is subject to availability of funds.</p> <p>Award of contract shall be made to LCRB as evaluated and corrected for computational errors, and other modifications. Award to supplier or service provider with the most responsive or substantial quotation/proposal which exceeds the EPC can be made provided that the cost is the prevailing market price at the time of procurement; and, fund is available to cover the additional cost.</p>	
7	<p>Preparation and approval of BAC Resolution.</p> <p>The Procurement Unit/BAC Secretariat prepares the BAC Resolution recommending award of contract to the LCRB or recommendation of failure of procurement. This is signed by</p>	5

	the members of the BAC and approved by the HOPE.	
8	Preparation and funding of Obligation Request. Preparation and approval of Purchase Order (P.O.)/ Work Order (W.O.)/ Contract with attached WB- Anti Corruption Guidelines as Annex "A", whichever is applicable.	5
9	Serving of approved PO/WO/Contract to the winning supplier.	
10	Supplier delivers the goods and non-consulting services per delivery schedule.	30
11	Inspection and acceptance of delivered items. For goods, an Inspector shall inspect the goods against the delivery receipt and the PO. The Inspector and End-user shall prepare and sign the Inspection and Acceptance Report; For non-consulting services, a Certification for Services Rendered issued by the End-user may be prepared and approved in lieu of Inspection Report.	
12	Payment processing. End-user shall prepare Disbursement Voucher (DV) together with the supporting documents necessary for payment and facilitate processing of payment.	
	Total	55 WD

Figure 1. Procurement steps² for Request for Quotations Method



² Pre-procurement functions shall be a primary responsibility of End-user and with coordination with Finance (Budget and Finance) and Procurement Unit/BAC Secretariat; BAC and its Secretariat and Procurement Unit shall be responsible for the *actual procurement*; and *post procurement* phase pertains to contract implementation, delivery, monitoring and payment which shall be a shared responsibility of Admin Unit (in coordination with concerned DA Offices and Committee) and the End-user.

b. Direct Selection Method

Proportional, fit-for-purpose, and VfM considerations may require a direct selection approach: that is, approaching and negotiating with only one firm. This selection method may be appropriate when there is only one suitable firm or there is justification to use a preferred firm.

Direct selection may be appropriate under the following circumstances:

b.1. an existing contract, including a contract not originally financed by the Bank, for Goods, Works, or Non-consulting Services, awarded in accordance with procedures acceptable to the Bank, may be extended for additional Goods, Works, or Non-consulting Services of a similar nature, if:

b.2. Standardization of equipment, spare parts or non-consulting services to be compatible with existing equipment or service justify additional purchases from the original Supplier or service provider. The price and the advantages of another make or source of equipment or service/s shall have been considered reasonable i.e. within the available budget, unit cost/rate is equal or less than the original contract;

b.2.a. it is properly justified;

b.2.b. no advantage could be obtained through competition; and

b.2.c. the prices on the extended contract are reasonable;

b.3. there is a justifiable requirement to re-engage a firm that has previously completed a contract, within the last 12 months, with the Borrower to perform a similar type of contract. The justification shall show that:

b.3.a. the firm performed satisfactorily in the previous contract;

b.3.b. no advantage may be obtained by competition; and

b.3.c. the prices for the direct contracting are reasonable;

b.4. the procurement is of both very low value and low risk, as agreed in the Procurement Plan;

-
- b.5. the case is exceptional, for example, in response to Emergency Situations;
 - b.6. standardization of Goods that need to be compatible with existing Goods may justify additional purchases from the original firm, if the advantages and disadvantages of another brand or source of equipment have been considered on grounds acceptable to the Bank;
 - b.7. the required equipment is proprietary and obtainable from only one source;
 - b.8. the procurement of certain Goods from a particular firm is essential to achieve the required performance or functional guarantee of an equipment, Plant, or facility;
 - b.9. the Goods, Works, or Non-consulting Services provided in the Borrower's country by an SOE, university, research center or institution of the Borrower's country are of a unique and exceptional nature in accordance with Paragraph 3.23 of c 4th Edition of Procurement Regulations.; or
 - b.10. direct selection of UN Agencies in accordance with Paragraphs 6.47 and 6.48 of 4th edition of Procurement Regulations.

In all instances of direct selection, the Borrower shall ensure that:

- a. the prices are reasonable and consistent with the market rates for items of a similar nature; and
- b. the required Goods, Works, or Non-consulting Services are not split into smaller-sized procurement to avoid competitive processes.

Procurement Unit in coordination with the End-user shall submit to the WB (based on prior review threshold) for its review and no objection, a sufficiently detailed justification, including the rationale for Direct Selection instead of a competitive procurement process and the basis for recommending a particular supplier/service provider

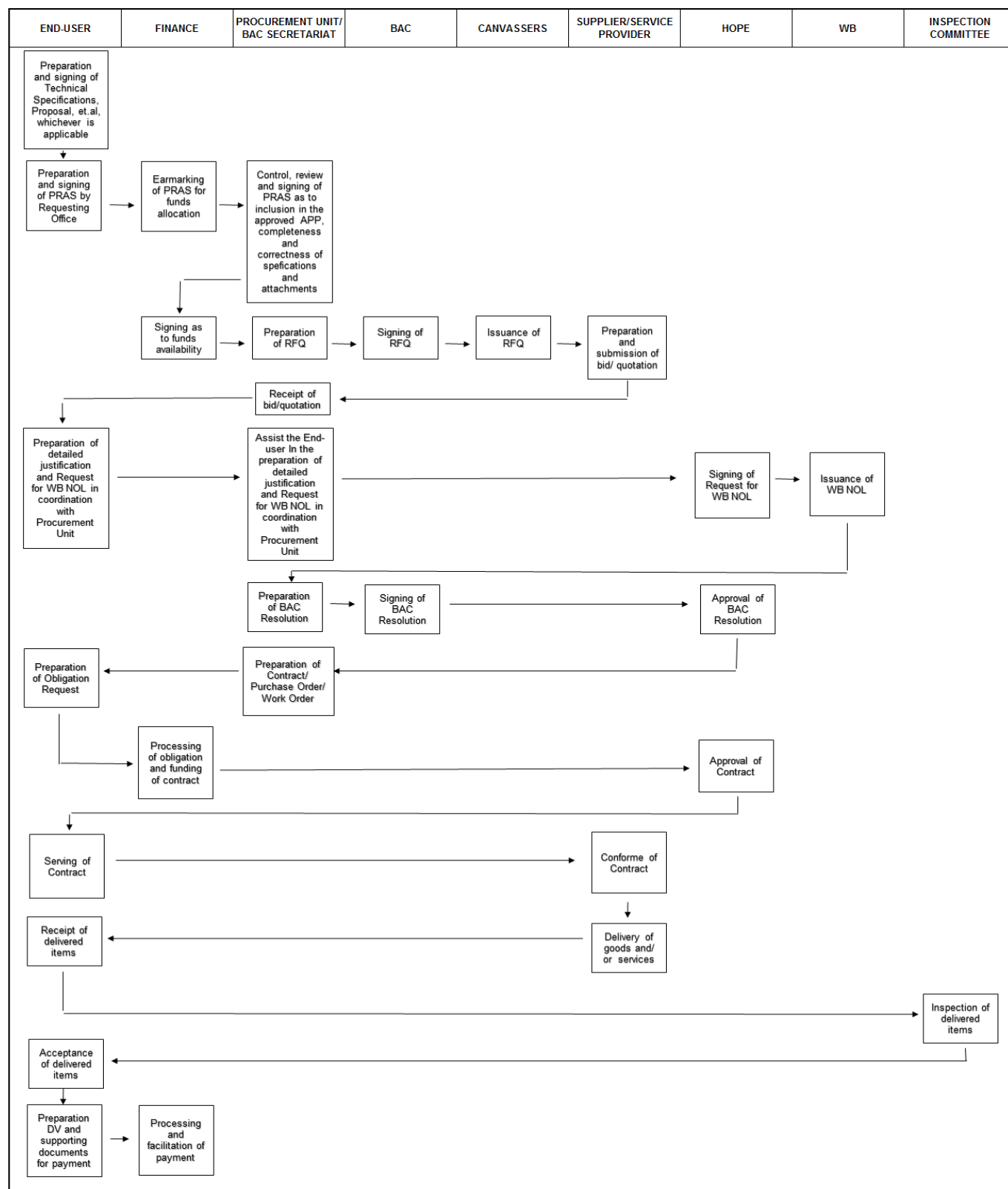
The following steps need to be followed in procuring through the Direct Selection Method:

Table 3. DIRECT SELECTION METHOD

STEPS	Procurement, Contract Implementation and Payment Phase	Ideal Period of action (Working Days)
1	Preparation and signing of supporting documents such as Technical Specifications, Inventory List, Distribution List, et.al (whichever is applicable).	5
2	Preparation and approval of Purchase Request Action Slip (PRAS) or Purchase Request (PR). PRAS shall contain description of the goods and non-consulting services to be procured for goods or the type, size, major items and other important or relevant features.	
3	The Procurement Unit/ End-user shall solicit quotation directly from the supplier/service provider with a certification and/or justification as the sole/exclusive distributor/supplier (if it falls under condition b.3) Preparation and signing of detailed justification, including the rationale for Direct Selection instead of a competitive procurement process and the basis for recommending a particular supplier. Endorsement to World Bank of the request for NOL (based on threshold)	5
4	Issuance of World Bank NOL	5
5	Upon receipt of the Bank's approval, the Procurement Unit/BAC Secretariat prepares the BAC Resolution recommending award of contract through Direct Selection Method of Procurement. This is signed by the members of the BAC and approved by the HOPE.	5
6	Preparation and approval of Purchase Order (P.O.)/ Work Order (W.O.)/ Contract whichever is applicable. Preparation and funding of Obligation Request.	5
7	Serving of approved PO/WO/Contract to the supplier.	
8	Supplier delivers the goods and non-consulting services per delivery schedule.	30
9	Inspection and acceptance of delivered items. For goods, an Inspector shall inspect the goods against the delivery receipt and the PO. The Inspector and End-user shall	

	<p>prepare and sign the Inspection and Acceptance Report;</p> <p>For non-consulting services, a Certification for Services Rendered issued by the End-user shall be prepared and approved instead of Inspection Report.</p>	
10	<p>Payment processing.</p> <p>End-user shall prepare Disbursement Voucher (DV) together with the supporting documents necessary for payment and facilitate processing of payment.</p>	
	Total	55 WD

Figure 2. Procurement steps for Direct Selection Method



2. Selection of Consultants' Services³

2.1. Developing Terms of Reference

The key document in the selection and engagement of short-term consultancy services and PRDP-SU Technical personnel and staff is the Terms of Reference (TOR). It explains the objectives of the assignment, scope of work, activities, tasked to be performed, respective responsibilities of the Borrower and the Consultant or PRDP-SU Technical personnel and staff, expected results and deliverables of the assignment. A comprehensive and clear TOR is important for the understanding of the assignment and its correct execution.

a. Preparation of Terms of Reference (TOR)

The borrower, through the DA, shall be responsible for preparing the TOR for the project. The scope of the services described in the TOR shall be compatible with the available budget. The TOR consists of the following sections:

- i. Background of the project;
- ii. Objectives of the assignment;
- iii. Scope of work;
- iv. Transfer of Technology/Knowledge (if necessary);
- v. List of reports or specific deliverables by the Consultant/s;
- vi. Timelines or period of performance, particularly schedule of submission of reports or completion of deliverables;
- vii. Data, local services, personnel, and facilities to be provided by the Borrower;
- viii. Institutional and organizational arrangement;
- ix. Qualifications of the consultants required whether individual or firm: for firms, the qualification of the project team leader and must be specified; and
- x. Estimated project cost, the terms of payment and the source of funds.

b. Sectional Parts of the TOR

b.1. Background of the project

³ Time-based or Lump-sum standard form of contract shall be used for consultants' services, available at www.worldbank.org website.

The background of the project should summarize the main features of the project and describe the assignment's objectives and general purpose. Such may include the following:

- i. Name of the Proponent Office;
- ii. Project Location;
- iii. Rationale of the project;
- iv. List of relevant studies and basic data;
- v. Need for consultants in the project and issues to be resolved; and
- vi. Brief description of the activities to be carried out by the consultants.

b.2 Objectives

The objective contains the expected output/results of the consultant. The objectives of hiring a consultant may include the preparation of development programs, determination of project feasibility, among others.

b.3 Scope of Work

The Scope of Work shall detail all the main activities or tasks to be conducted by the consultants as well as the expected results. For non-phased implementation projects, the TOR should describe only the activities, not the approach or methodology by which the results are to be achieved, since these are the task or the proponents. Nevertheless, the scope of work of the TOR may provide suggestions on the approach or methodology by which the results are to be achieved, since these are the task or the proponents. However, the scope of work of the TOR may provide suggestions on the approach or the methodology that consultants could or should use to execute the project and, under certain selection methods, can indicate the estimated staff months required. If adherence to such suggestion is made by both parties, it must be indicated in the contract in order to bind both parties.

For phased implementation, the scope of work of the TOR should be more detailed for the first phase and the subsequent phases may be refined based on the output/outcome of the first phase.

In the TOR, the scope of work of the project is usually defined by addressing the following issues:

-
- i. Definition, scope, limits, and criteria of acceptance of the consultants;
 - ii. Desired level of detail (level of design, accuracy, composition of cost estimates, and so forth);
 - iii. Span of projections (time horizon, life span of project components);
 - iv. Necessary comparison of the assignment with similar projects;
 - v. Main issues to be addressed;
 - vi. Alternative to be considered;
 - vii. Necessary surveys, special analyses, and models;
 - viii. Special equipment requirements;
 - ix. Institutional and legal framework of the project;
 - x. Transfer of knowledge, objectives, and scope;
 - xi. Language requirements;
 - xii. Units of measurement to be used;
 - xiii. Needs for continuity, such as data gathering; and
 - xiv. Quality management requirement (if needed).

b.4 Transfer of Technology (as applicable).

If transfer of knowledge and training are required as part of the assignment, the end-user or proponent office shall decide whether to include a training program in the TOR and indicate that if such format is copyrightable, the ownership thereof shall be in favour of the Program.

Thus, if a training program is included, additional time and budget may be allocated.

b.5 Timelines or Schedule of Deliveries.

It should contain the estimated duration of the assignment, from the date of commencement to the date of end-user or proponent office receives and accepts the consultant's final report on a specified completion date. Other dates may be considered provided it shall be duly contained in the contract – for example, the date of effectiveness of the contract.

- **Required Report.** The TOR should clearly define the output and deliverables required from the consultant, such as reports, maps, drawings, software, etc. It may indicate the format, frequency, type (audio, VCD, CD, etc.) and content of reports as well as the number of copies, the language, and the names of the

prospective recipients of the reports. For all major reports, an executive summary may be requested from the consultant/s. All reports/output in whatever form shall be the property of DA.

- Institutional Requirements. The TOR shall clearly specify to whom the consultant will report to (the institutional arrangements for the supervision of consulting work). Additionally, the TOR shall include the facilities and counterpart staff to be provided or designated by the end-user or proponent Office.

This includes the surrounding assignment; indicate the roles and responsibilities of everybody involved; and specify the type, timeframe, and relevance of everyone's participation, including the Project's Office. The TOR should define the hierarchy and level of authority of counterpart personnel as well as the requested level of experience of the proponent office's personnel who will form part of the consultant's team.

- Qualifications of Consultants. Consultants may be hired individually or through a firm depending upon the requirements of the project. For individual consultants, they are normally employed or assigned when teams of personnel are not required and/or no additional outside professional support is required and the experience and qualifications of the individual are the paramount requirement. Individual Consultants are selected based on their expertise and qualifications, such as:

- i. Academic background;
- ii. Expertise;
- iii. Experience
- iv. Capability to transfer knowledge or technology
- v. Personality traits
- vi. Other specific requirements as may be indicated by the Proponent Office such as books written, manuscript published, among others.

For consulting firms, the expertise and experience of the Firm related to the assignment, as well as the qualifications and competencies of the key staff for the assignment must be indicated in the TOR and no individual consultants can participate.

c. Remuneration and Terms of Payment

The payment of remuneration of Consultants may be time-based or lump-sum.

c.1 Time Based is used when hiring a consultant for complex assignments for which remuneration is being determined on the basis of the time actually spent by the consultant in carrying out the services. Payment may be made monthly for specified period of time.

c.2. Lump-sum Remuneration is used when hiring a consultant to provide services for an agreed predetermined lump-sum price based on specific deliverables. The schedule of payments is linked to the delivery of certain outputs.

c.3 On Remuneration and Contracting (based on WB Guidelines and Comparative Data from similar foreign assisted projects)

2.2. Procurement steps and timelines for common and most selection of consultants' services

a. Quality and Cost Based Selection (QCBS)

QCBS is a competitive process among Shortlisted consulting firms under which the selection of the successful firm takes into account the quality of the Proposal and the cost of the services. The request for proposals document shall specify the minimum score for the technical Proposals. The relative weight to be given to the quality and cost depends on the nature of the assignment. Among the Proposals that are responsive to the requirements of the request for proposals document and are technically qualified, the Proposal with the highest combined (quality and cost) score is considered the Most Advantageous Proposal.

Table 4. QUALITY AND COST BASED SELECTION (QCBS)

STEPS	Selection, Contracting and Payment Phase	Ideal Period of action (Working days)
1	Preparation of the TOR	5
2	Preparation of cost estimate and the budget	
3	The Procurement Unit or End-user shall submit the TOR to the WB for issuance of no objection letter.	
4	WB gives 'no objection' letter (NOL1)	5
5	Upon receipt of the Bank's approval, the Procurement Unit/BAC Secretariat prepares Request for Expression of Interest	1
6	Advertising/posting of the REOI	10 (14cd)
7	Receive Expression of Interest	
8	Preparation of the short list of consultants and Request for Proposal (RFP) and the submission of the same to World Bank	5
9	Issuance and receipt of the WB NOL for the RFP and shortlist (NOL2)	5
10	Issuance of Request for Proposal (RFP)	5
11	Preparation and submission of Proposals	22 (4weeks)
12	Receive Technical and Financial Proposal	5
13	Evaluation of technical proposals and endorsement to the WB for NOL: consideration of quality	5
14	Receive Banks No Objection on Technical Evaluation (NOL3)	5
15	Public opening of financial proposals	5
16	Evaluation of financial proposal	
17	Final evaluation of quality and cost; and	
18	<p>Contract negotiation with the Highest Rated Consultant</p> <p>If the result of contract negotiation is successful, proceed with the award of contract to the selected firm.</p> <p>If there's a failure in negotiation with the Highest Rated Consultant, proceed with negotiation to the 2nd Highest Rated Consultant and so on otherwise, the TWG may recommend to the BAC failure of procurement.</p>	5

19	Submission of draft contract to WB	
20	Receive Banks No Objection on draft Contract Award (NOL4)	5
21	Preparation and approval of BAC Resolution recommending award or failure of selection process. This is signed by the BAC and approved by the HOPE.	5
22	Preparation, approval and issuance of Notice of Award. Signing and approval of Contract Preparation and funding of Obligation Request	5
23	Preparation, approval and issuance of Notice to Proceed (NTP)	
24	Start of the assignment/ engagement	
25	Payment processing. End-user shall prepare Disbursement Voucher (DV) together with the supporting documents necessary for payment and facilitate processing of payment.	
	Total	98 WD

b. Fixed Budget Selection (FBS)

b.1 Like QCBS, FBS is a competitive process among Shortlisted consulting firms under which the selection of the successful firm takes into account the quality of the Proposal and the cost of the services. In the request for proposals document, the cost of services is specified as a fixed budget that shall not be exceeded. FBS is appropriate when:

- a. the type of Consulting Service required is simple and can be precisely defined;
- b. the budget is reasonably estimated and set; and
- c. the budget is sufficient for the firm to perform the assignment.

b.2 The request for proposals document specifies the budget and the minimum score for the technical Proposals. The Proposal with the highest technical score that meets the fixed budget requirement is considered the Most Advantageous Proposal.

Table 5. FIXED BUDGET SELECTION (FBS)

STEPS	Selection, Contracting and Payment Phase	Ideal Period
		of action (Working days)
1	Preparation of the TOR	5
2	Preparation of cost estimate and the budget	
3	The Procurement Unit or End-user shall submit the TOR to the WB for issuance of no objection letter.	
4	World Bank gives 'no objection' letter (NOL1)	5
5	Upon receipt of the Bank's approval, the Procurement Unit/BAC Secretariat prepares Request for Expression of Interest	1
6	Advertising/posting of the REOI	10 (14cd)
7	Receive Expression of Interest	
8	Preparation of the short list of consultants and Request for Proposal (RFP) and the submission of the same to World Bank	5
9	Issuance and receipt of the WB NOL for the RFP and shortlist (NOL2)	5
10	Issuance of Request for Proposal (RFP)	5
11	Preparation and submission of Proposals	22 (4weeks)
12	Receive Technical and Financial Proposal	5
13	Evaluation of technical proposals and submission to the WB: consideration of quality	5
14	Receive Banks No Objection on Technical Evaluation (NOL3)	5
15	Public opening of financial proposals	5
16	Evaluation of financial proposal and preparation of the final evaluation report (FER)	
17	<p>Contract negotiation with the Highest Rated Consultant that passed the financial proposal.</p> <p>If the result of contract negotiation is successful, proceed with the award of contract to the selected firm.</p> <p>If there's a failure in negotiation with the Highest Rated Consultant, proceed with negotiation to the 2nd Highest Rated Consultant and so on otherwise, the TWG may recommend to the BAC failure of procurement.</p>	5

18	Submission of draft contract to WB	
19	Receive Banks No Objection on draft Contract Award	5
20	Preparation and approval of BAC Resolution recommending award or failure of selection process. This is signed by the BAC and approved by the HOPE.	5
21	Preparation, approval and issuance of Notice of Award. Signing and approval of Contract Preparation and funding of Obligation Request	5
22	Preparation, approval and issuance of Notice to Proceed (NTP)	
23	Start of the assignment/ engagement	
24	Payment processing. End-user shall prepare Disbursement Voucher (DV) together with the supporting documents necessary for payment and facilitate processing of payment.	
	Total	98 WD

c. Consultant's Qualification Selection (CQS)

c.1 The Borrower shall request expressions of interest (REOI), by attaching the TOR to the REOI. At least three qualified firms shall be requested to provide information about their relevant experience and qualifications. From the firms that have submitted an EoI, the Borrower selects the firm with the best qualifications and relevant experience and invites it to submit its technical and financial Proposals for negotiations. Advertisement of REOs is not mandatory.

c.2 CQS is appropriate for small assignments or Emergency Situations in which preparing and evaluating competitive Proposals is not justified.

Table 6. CONSULTANT'S QUALIFICATION SELECTION (CQS)

STEPS	Selection, Contracting and Payment Phase	Ideal Period of action (Working Days)
1	Preparation of the TOR	5
2	Preparation of cost estimate and the budget	
3	The Procurement Unit or End-user shall submit the TOR to the WB for issuance of no objection letter.	
4	WB gives 'no objection' letter (NOL1)	5
5	Upon receipt of the Bank's approval, the Procurement Unit/BAC Secretariat prepares Request for Expression of Interest and Advertise/Post the REOI	1
6	Advertising/posting the REOI	10 (14cd)
7	Receipt of the Expression of Interest	
8	Evaluation of the EOI and qualification documents and preparation of the short list of consultants and Request for Proposal (RFP)	5
9	Issuance of Request for Proposal (RFP) to the 1 st ranked consultant	
10	Preparation and submission of Proposal	5
11	Evaluation of Proposal	5
12	Contract negotiation with the 1 st ranked Consultant if the Proposal is acceptable. If the result of contract negotiation is successful, proceed with the award of contract to the selected firm. If the proposal of the 1 st ranked is not acceptable and if there's a failure in negotiation, secure WB NOL to proceed with the 2 nd ranked.	
13	Preparation and approval of BAC Resolution recommending award or failure of selection process. This is signed by the BAC and approved by the HOPE.	
14	Preparation, approval and issuance of Notice of Award. Signing and approval of Contract Preparation and funding of Obligation Request	5
15	Preparation, approval and issuance of Notice to Proceed (NTP)	

16	Start of the assignment/ engagement	
17	Payment processing. End-user shall prepare Disbursement Voucher (DV) together with the supporting documents necessary for payment and facilitate processing of payment.	
	Total	45wd

d. Selection of Individual Consultant (SIC)

Individual Consultants are selected for an assignment for which:

- a. team of experts is not required;
- b. no additional home office professional support is required; and
- c. the experience and qualifications of the individual are of paramount requirement.

When coordination, administration, or collective responsibility may become difficult because of the number of individuals, it is advisable to employ a firm. When qualified individual Consultants are unavailable or cannot sign a contract directly with a Borrower because of a prior agreement with a firm, the Borrower may invite firms to provide qualified individual Consultants for the assignment. In all cases, individual Consultants selected to be employed by the Borrower shall be the most experienced and best qualified among the candidates, and shall be fully capable of carrying out the assignment. The evaluation shall be based on the relevant qualifications and experience of the individual Consultant.

In the unlikely event that the procurement timelines exceeded the ideal period of action, the BAC/SBAC shall decide to continue and recommend the award or declare of procurement based on the justification provided by the End Users or concerned unit as reviewed and endorsed by the BAC/SBAC Secretariat.”

d.1 Open Competitive Selection of Individual Consultants

Advertisement through REols is encouraged, particularly when the Borrower does not have knowledge of experienced and qualified individuals, or of their availability, the services are complex, there is potential benefit from wider advertising, or advertising is mandatory under national law.

REOs shall include complete TOR. Individual Consultants are selected from those that expressed interest in response to a REO.

d.2 Limited Competitive Selection of Individual Consultant

When the Borrower has knowledge of experienced and qualified individuals and their availability, instead of issuing a REO, it may invite those individual Consultants that it deems qualified to provide the required Consulting Services. The complete TOR shall be sent with the invitation. Individual Consultants shall be selected from those that expressed interest in response to the invitation.

d.3 Direct Selection of Individual Consultants

Individual Consultants may be selected on direct selection basis, with due justifications, under the following circumstances:

- a. tasks that are a continuation of previous work that the individual Consultant has carried out after being selected competitively;
- b. assignments with a total expected duration of less than six months;
- c. urgent situations; or
- d. when an individual Consultant has relevant experience and qualifications of exceptional worth to the assignment.

Table 7. SELECTION OF INDIVIDUAL CONSULTANT (SIC)

STEPS	Selection, Contracting and Payment Phase	Ideal Period of action (Working Days)
1	Preparation of the TOR	5
2	Preparation of cost estimate and the budget	
3	Approval of TOR	2
4	Preparation and approval of Purchase Request Action Slip (PRAS) or Purchase Request (PR)	3
5	Advertising/posting the REOI; Submission of CVs & Expression of Interest	5 (7cd)
6	Evaluation/ Comparison of CVs; Determine of the best Qualification	12
7	<p><i>For short-term Consultants</i></p> <p>Contract negotiation with the Highest Rated Consultant;</p> <p>If the result of contract negotiation is successful, proceed with the award of contract to the selected individual;</p> <p>If there's a failure in negotiation with the Highest Rated Consultant, proceed with negotiation to the 2nd Highest Rated Consultant and so on otherwise, the TWG may recommend to the BAC failure of procurement.</p> <p><i>For PRDP-SU Technical Consultant and Contracted Staff</i></p> <p>Administration of Exam and Interview by Personnel Selection Committee (PSC); Deliberate and consolidate results; Rank qualified applicants from highest to lowest rated; Prepare endorsement/recommendations to the BAC for the award of contract;</p>	
8	Preparation and approval of BAC Resolution recommending award or failure of selection process. This is signed by the BAC and approved by the HOPE.	5
9	Preparation, approval and issuance of Notice of Award.	5
	Signing and approval of Contract	

	Preparation and funding of Obligation Request	
10	Preparation, approval and issuance of Notice to Proceed (NTP)	
11	Start of the assignment/ engagement	
12	Payment processing. End-user shall prepare Disbursement Voucher (DV) together with the supporting documents necessary for payment and facilitate processing of payment.	
	Total	37wd

e. Direct Selection

Direct Selection for Consulting Firm

Proportional, fit-for-purpose, and VfM considerations may require a direct selection (single-source or sole-source selection), approach, that is: approaching and negotiating with only one firm. This selection method may be appropriate when only one firm is qualified, a firm has experience of exceptional worth for the assignment, or there is justification to use a preferred firm.

Direct selection may be appropriate under the following circumstances:

- a. an existing contract for Consulting Services, including a contract not originally financed by the Bank but awarded in accordance with procedures acceptable to the Bank, may be extended for additional Consulting Services of a similar nature, if it is properly justified, no advantage may be obtained by competition, and the prices are reasonable;
- b. for tasks that represent a natural continuation of previous work carried out by a Consultant within the last 12 months, where continuity in the technical approach, experience acquired, and continued professional liability of the same Consultant may make continuation with the initial Consultant preferable to a new competition, if performance has been satisfactory in the previous assignment(s);

-
- c. there is a justifiable requirement to reengage a firm that has previously completed a contract with the Borrower to perform a similar type of Consulting Service. The justification shows that the firm performed satisfactorily under the previous contract, no advantage may be obtained by competition, and the prices are reasonable;
 - d. the procurement is of both very low value and low risk, as agreed in the Procurement Plan;
 - e. in exceptional cases, for example, in response to Emergency Situations;
 - f. only one firm is qualified, or one firm has experience of exceptional worth for the assignment;
 - g. the Consulting Services provided in the Borrower's country by an SOE, university, research center, or institution of the Borrower's country are of a unique and exceptional nature, in accordance with Paragraph 3.23 c of 4th edition of Procurement Regulations.; or
 - h. direct selection of UN Agencies in accordance with Paragraphs 7.27 and 7.28 of 4th edition of Procurement Regulations.

In all instances of direct selection, the Borrower shall ensure fairness and equity, and shall have in place procedures to ensure that:

- a. the prices are reasonable and consistent with the market rates for services of a similar nature; and
- b. the required Consulting Services are not split into smaller-size procurements to avoid competitive processes.

Table 8. DIRECT SELECTION (Individual/Firm)

STEPS	Selection, Contracting and Payment Phase	Ideal Period of action (Working Days)
1	Preparation of the TOR	5
2	Preparation of cost estimate and the budget	
3	Preparation of the request for Direct Selection (Firms/Individual) with sufficiently detailed justification including the rationale for the Direct Selection instead of a competitive selection process and the basis for recommending a particular firm/individual.	
4	Submission of the TOR and the request for SSS to the WB for issuance of no objection letter.	
5	WB gives 'no objection' letter (NOL1)	5
6	For Individual Consultant, Procurement Unit invite the identified consultant for contract negotiation. For Consulting Firm, identified consulting firm submit technical and financial proposals and invite for contract negotiation.	5
7	If negotiation's successful, prepare draft contract (initialed negotiated contract).	5
8	The Procurement Unit or End-user shall submit the draft contract for issuance of the NOL2	
9	WB gives 'no objection' letter (NOL2).	5
10	Preparation and approval of BAC Resolution recommending award or failure of selection process. This is signed by the BAC and approved by the HOPE.	5
11	Preparation, approval and issuance of Notice of Award. Signing and approval of Contract Preparation and funding of Obligation Request	5
12	Preparation, approval and issuance of Notice to Proceed (NTP)	
13	Start of the assignment/ engagement	
14	Payment processing. End-user shall prepare Disbursement Voucher (DV) together with the supporting documents necessary for payment and facilitate processing of payment.	
	Total	35 WD

f. Selection and Engagement of PRDP-SU Technical Consultant & Contracted Staff

All PRDP-SU Technical Consultant and Contracted Staff are considered to be specialist and the method of procurement shall follow the World Bank procedures for Selection of Individual Consultant (SIC) or Direct Selection as applicable.

The evaluation shall be performed by the Personnel Selection Committee (PSC)⁴.

Core functions of the PSC:

- Review selection/ recruitment procedure and process to clarify and level- off all requirements
- With the assistance of the Secretariat, conduct pre-evaluation of applicants through Evaluation of Curriculum Vitae (CVs) and other pertinent documents against the Terms of Reference (TOR)
- Recommend qualified applicants for interview and technical exam (if required)
- Administer technical exam (if required)
- Conduct interview to qualified applicants
- Deliberate and consolidate results
- Rank qualified applicants from highest to lowest rated
- Prepare endorsement/recommendations to the BAC for the award of contract; and
- Other functions relevant to the selection and renewal process.

Renewal and any adjustment of contracts shall be made upon the recommendation and endorsement of the Component/ Unit Heads concerned and approved by the National Project Director for NPCO and Project Director for PSOs and RPCOs. Amendments to the contract shall be made accordingly.

The World Bank will issue no objection letter (based on threshold) for the renewal or re-hiring through Direct Selection procedure.

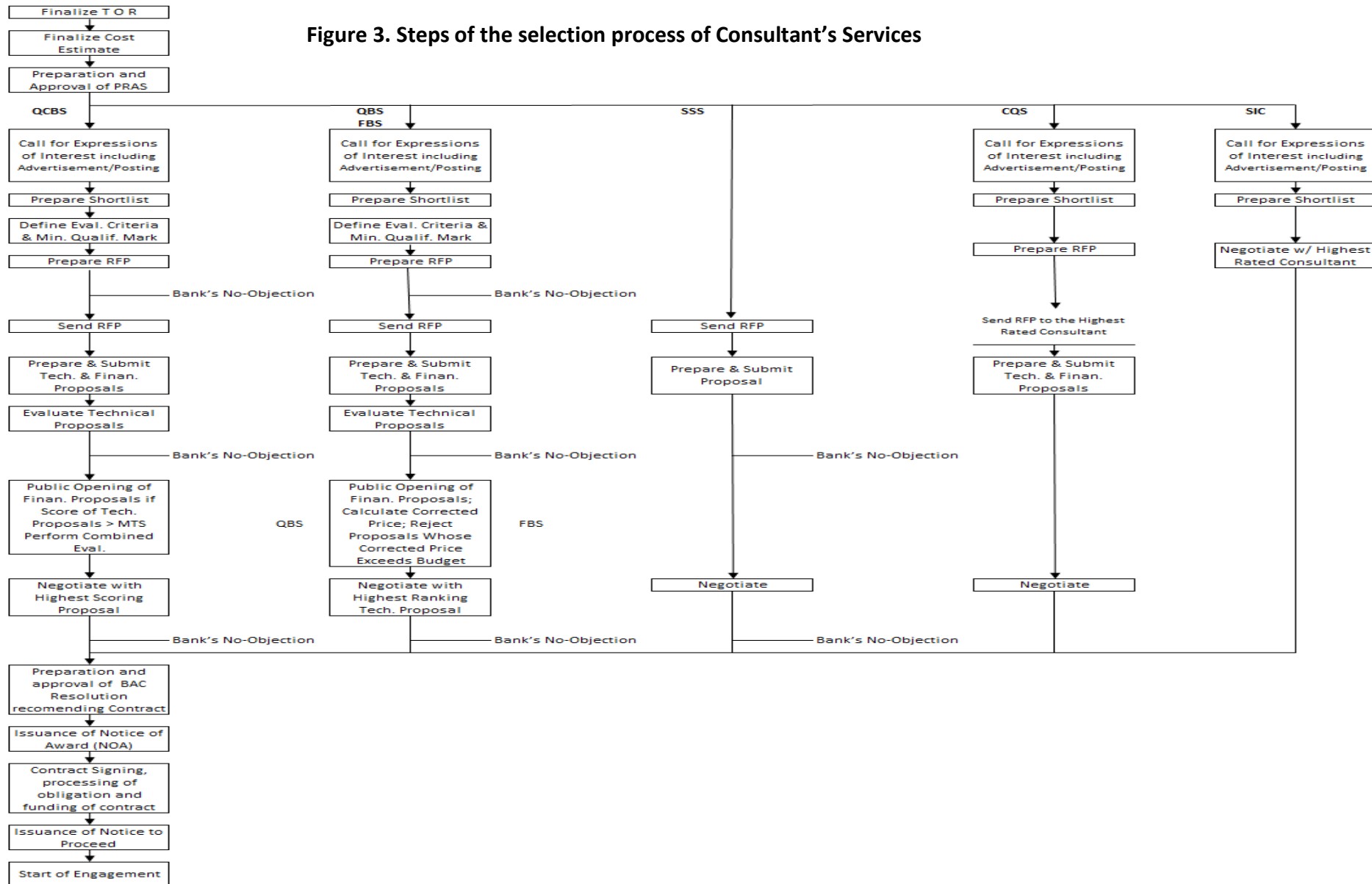
In case the consultant/contracted staff resigned/terminated/end of contract selection of individual consultant shall be used for procurement.

⁴ Refers to the existing or as updated or newly established Technical Working Group/ Personnel Selection Committee

Table 9. RENEWAL OR RE-HIRING OF PRDP-SU TECHNICAL CONSULTANT AND CONTRACTED STAFF

STEPS	Steps for Contract Renewal	Ideal Period of action (Working Days)
1	Individual Performance Review and Development Evaluation	5
2	Review and recommendation for renewal	
3	Approval of renewal	
4	Preparation and approval of Purchase Request Action Slip (PRAS) or Purchase Request (PR). <i>Attachments:</i> 1. Previous contract 2. Approved Renewal 3. Performance Review and Development Profile 4. Updated CV	3
5	Preparation and approval of BAC Resolution recommending award of contract.	5
6	Preparation, approval and issuance of Notice of Award (NOA).	
7	Preparation, review, approval and signing of Contract	5
8	Consultant executes the contract	
	Total	18wd

Figure 3. Steps of the selection process of Consultant's Services



VII. CONTRACT IMPLEMENTATION CONDITIONS

1. Contract Amendment or Modifications of the Signed Contract⁵

Contract amendment may be issued at any time by the procuring entity concerned. If any such amendment increases or decreases the cost of, or the time required for executing any part under the original contract, an equitable adjustment in contract price and/or delivery schedule shall be mutually agreed upon between the parties concerned, and the contract modified in writing.

Contract amendment may be issued only in emergency cases or during fortuitous events requiring necessary adjustments within the general scope of the contract in order to fully meet the requirements of the project.

Contract amendment may also be issued by the concerned procuring entity where there are additional items needed which were not included in the original contract. Payments for these additional items shall be based on the unit prices in the original contract for items of goods similar to those in the original contract. If the contract does not contain any rate applicable to the additional items, then suitable prices shall mutually be agreed upon between the parties which is based on the prevailing market price at the time the additional items incurred. The contract time shall likewise be extended if the acquisition of such additional items so warrants.

Under no circumstances shall a supplier, service provider or consultant proceed to commence work under any amendment unless the same has been approved by the Head of the Procuring Entity concerned or his duly authorized representative. As an exception to the rule, the concerned Head of Office may authorize the immediate start of the amendment in the event of emergencies to avoid detriment to public service or damage to life and/or property or when time is of the essence.

2. Suspension of Contract

The procuring entity may suspend the contract wholly or partly by written order for a certain period of time, as it deems necessary due to force majeure or any fortuitous events as defined in the contract. The supplier, service provider or consultant shall take all reasonable steps to minimize the costs allocable to the contract by such other during the stoppage.

Before the suspension order expires, the procuring entity concerned shall either lift

⁵ Refer to page 41 of the Cross Reference Guidelines for Procurement.

such order or terminate the contract by the same. If the suspension order is lifted, or if the period of the order expires, the supplier, service provider or consultant shall have the right to resume execution/ implementation of the contract. Appropriate adjustments shall be made in the delivery or contract schedule, or contract price, or both, and the contract shall be modified accordingly.

3. Liquidated Damages

When the supplier or service provider fails to satisfactory deliver the goods or services under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier or service provider shall be liable for damages for the delay and shall pay the procuring the procuring entity liquidated damages, an amount equal to one- tenth (1/10) of one percent (1%) of every day of delay of the cost of undelivered portion until such time completion and acceptance of delivery of goods or services has been made.

The procuring entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due from the supplier or service provider. In no case shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the procuring entity concerned shall automatically rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

When there are delays, the application of liquidated damages is not recommended for consulting services because the timely delivery of services of an intellectual and advisory nature is contingent in many ways upon actions by the client, thereby rendering difficult establishing the sole responsibility of the consultant.

4. Contract Renewal

In the exigency of service, the procuring entity concerned may re-contract a service provider or consultant of the same nature supported by detailed cost- benefit analysis and justification. Renewal shall follow Direct Selection procedure for goods and non-consulting services or Direct Selection procedure for consulting services as applicable.

VIII. POSTING OF PROCUREMENT NOTICES AND PUBLICATION OF CONTRACT AWARDS⁶

The BAC, through the Secretariat, shall post the procurement notices such as RFQs and REOs to Philippine Government Electronic Procurement System (PhilGEPS)/ DA-PRDP-SU web portals for information and transparency purposes.

Contract awards such as Resolutions/Notice of Award (NOA)/Purchase Orders (PO)/Work Order (WO)/ Contracts/ Notice to Proceed (NTP) shall be posted on a quarterly basis.

IX. ANNEXES – RELEVANT PROCUREMENT DOCUMENTS AND FORMS

Note: The following are guide templates and forms. The NPCO, PSOs and RPCOs may revise or enhance the forms as applicable to the requirements/ engagement.

Annex A. Fraud and Corruption

(Text in this Schedule shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:

⁶ Refer to page 42 of the Cross Reference Guidelines for Procurement.

-
- (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
 - b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;⁷ (ii) to be a nominated⁸ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
 - e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect⁹ all

⁷ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

⁸ A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

⁹ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and

accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

Annex B. Purchase Request Action Slip (PRAS)

PROCUREMENT REQUEST (Action Slip) Department of Agriculture Philippine Rural Development Project-Scale Up				
Component / Unit: _____	Date _____ Prepared: _____ Proc. Plan _____ page no.: _____ Mode of _____ Procurement: _____ PRAS No. _____			
Item Description	Qty	Unit	Unit Cost (Php)	Total Cost (Php)
TOTAL				
Purpose: _____ <i>(Note: Give sufficient time for SBAC action)</i>				
_____ Date Needed				
(1) Requested by:		(2) Certified as included in the Procurement Plan:		
_____		(3) Funds available		

Ref. #PRDP-SU -

Charged to:

Component:

making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Date:

PURCHASE REQUEST

Entity Name: _____

Fund Cluster: _____

Office/Section : _____ _____		PR No.: _____ Responsibility Center Code : _____		Date: _____	
Stock/ Property No.	Unit	Item Description	Quantity	Unit Cost	Total Cost
Purpose: _____ _____ _____					
Requested by:		Approved by:			
Signature :	_____	_____			
	_____	_____			
Printed Name :	_____	_____			
	_____	_____			
Designation :	_____	_____ 58			

Annex C. Technical Specifications and Supporting Documents for Common Procurement Requirements

(Procurement of Goods, Non-consulting services and Consultancy services)

Category	Standard Specifications (may come but not limited to the following)	Supporting Documents (may come but not limited to the following)
Supplies and Materials	<ul style="list-style-type: none"> - Quantity - Unit of Measurement - Size - Shape - Material - Texture - Others: detailed description that is relevant to the requested item 	<ul style="list-style-type: none"> - Approved Procurement Plan - Supplies Inventory (if applicable) - Project/Activity Proposal/Design (applicable only to training supplies and materials) - Sample Material / Picture (if applicable)
Printing of IEC Materials / Manuals	<ul style="list-style-type: none"> - Quantity - Pages - Size - Material(<i>Cover & Inside</i>) - Color (<i>Cover & Inside</i>) - Binding - Design - Proofing (if applicable) and Delivery Schedule - Packaging - Delivery Site - Distribution List (if applicable) 	<ul style="list-style-type: none"> - Approved Procurement Plan - CD Ready Material (if applicable) - Dummy Sample (if applicable)
Food, Venue and Accommodation	<ul style="list-style-type: none"> - Title of Activity - Preferred Location - Date of Activity - No. of Days - No. of Pax - Check in Date and Time - Check out Date and Time - Room Sharing (indicate if separate beds) - Type of Meal: Buffet / Guided Buffet/ Packed / Plated - Meals to Be served: Breakfast, Am Snack, Lunch, PM Snack and Dinner - Menu Selection - Others: indicate amenities, no of function rooms to be used and restrictions 	<ul style="list-style-type: none"> - Approved Procurement Plan - Activity Proposal/Design - Authority to Conduct - Justification / Cost-Benefit Analysis (if outside government facilities) - Certification of Non-Availability/Quotations from atleast 3 gov't facilities
Food provision/ Catering services	<ul style="list-style-type: none"> - Title of Activity - Location 	<ul style="list-style-type: none"> - Approved Procurement Plan - Approved notice of meeting

	<ul style="list-style-type: none"> - Date of Activity - No. of Days - No. of Pax - Time to be served - Meals to be served - Menu Selection - Others 	- Menu (if applicable)
Vehicle Rental	<ul style="list-style-type: none"> - Title of Activity - Type of Vehicle - Seating Capacity - Route/ Itinerary of travel - Date of Activity / Date Needed - Schedule - Others: Inclusion & Restriction 	- Approved Procurement Plan
Consultancy Services	<ul style="list-style-type: none"> - Title - Type of Consultancy - Qualification - Scope of Work - Deliverables - Timelines - Payment Schedule (Time-based/ Lump-sum) - Reporting Requirement - Evaluation Criteria 	<ul style="list-style-type: none"> - Approved Procurement Plan - Terms of Reference - No objection letter (NOL) (applicable for Consultancy firm) - Evaluation Criteria - Authority to hire (for PRDP-SU staff) - Recommendation and Performance Review and Development Profile (for renewal of PRDP-SU staff)

Annex D. Request for Quotations (RFQ)/ Invitation to Quote (ITQ)

REQUEST FOR QUOTATION

World Bank (WB) Shopping

Date:

Solicitation No.:

PRAS No.:

Sir/Madam:

Please quote your government price/s including delivery charges, VAT or other applicable taxes, and other incidental expenses for the goods and non-consulting services listed in **Annex A**. Also, furnish us with descriptive brochures, catalogues, literatures and/or samples, if applicable.

If you are the exclusive manufacturer, distributor or agent in the Philippines for the goods listed in Annex A please attach in your quotation a duly notarized certification to this effect.

Please accomplish and submit this form together with Annex A to the Office of the PRDP Procurement Unit/SBAC Secretariat, at the _____ or email at _____ **on or before date and time**. For clarifications, you may contact DA-PRDP Procurement Unit at telephone nos. _____.

Very truly yours,

PhilG EPS Posted

Date: _____

Bids and Awards Committee

Terms and Conditions:

- Specifications here in provided are the minimum requirements of the DA-PRDP. Hence a bidder must not offer lower specifications than required.
- Bidders/Suppliers may submit alternate offer provided that the DA-PRDP SBAC's official canvass form shall be filled out with the offered brand/model (if applicable), unit price, and total price, signed properly, and attached together with the Bidder's/Supplier's own canvass form.
- Quotations may be submitted by letter, facsimile, or by electronic means.
- Award shall be made on per: ☐ Item Basis ☐ Total Quoted Price ☐ Lot Basis
- Quotation validity shall not be less than **Thirty (30) days**
- Terms of Delivery:
- Place of Delivery: _____
- Terms of Payment:
- Liquidated Damages/ Penalty: **(1/10) of one percent for everyday of delay shall be imposed**
- In case of discrepancy between unit cost and total cost, unit cost shall prevail.
- Mandatory Requirements for above Php50,000 Estimated Project Cost (EPC):
 - Mayor's Permit
 - BIR Certificate of Registration
 - PhilGEPS Certificate of Registration/ Printable PhilG EPS Membership AccountFailure to attach mandatory requirements could be basis for non-compliance.

Signature over Printed Name
Canvasser

Registered Name of Company:
Tax Identification No.:
Company Address:
Contact No.:
Name of Authorized
Representative:



Date: _____
Solicitation No. _____
PRAS No. _____

[illegible]

PURPOSE:

IMPORTANT : The Supplier/Bidder have carefully read and fully understood the terms and conditions, minimum requirements and agree to furnish and/or deliver in conformity with specifications any or all said articles described above within delivery period from receipt of Purchase Order/Work Order.

The winning bidder MUST SIGN the original copy of Purchase Order (P.O.) or Work Order (W.O.) at 4th Floor, New DA

Signature over Printed Name
Procurement Officer

Name & signature of Authorized Representative: _____
Date Accomplished: _____
Registered Name of Company: _____

Annex E. Request for Expression of Interest (REOI)

Date

REQUEST FOR EXPRESSION OF INTEREST (REOI)

Hiring of Consultancy Services (Individual Consultant)

Solicitation No. SIC-000-000

Estimated Project Cost: Php

1. The Government of the Philippines has received a loan (Loan no. 8421-PH) from the World Bank towards the cost of the Philippine Rural Development Project-Scale Up (PRDP-SU) and it intends to apply part of the proceeds of this loan to payments for the cost of Hiring of Consultancy Services (Individual Consultant) / Technical Assistance (TA).
2. The Department of Agriculture hereinafter referred to as the “End-User” now requests you to submit Expression of Interest for the **HIRING OF INDIVIDUAL CONSULTANT** namely:

Item no.	Description/ Position	Required number & duration	Total cost
1			
Grand Total			

3. A set of Terms of Reference (TOR) is provided in Attachment 1.
4. Bidding procedures will be conducted in accordance with the provisions of the World Bank Guidelines and taking into consideration the related provisions in the Project Loan Agreement and Guidelines in the Procurement under IBRD loans and IDA credits. The individual consultants will be selected in accordance with the procedure set out in the **World Bank’s Guidelines: Selection and Employment of Consultants by World Bank Borrowers, January 2011.**
5. Interested proponents shall submit their Letter of Expression of Interest and one (1) copy of Curriculum Vitae and supporting documents, if necessary, and shall be placed in a sealed envelope marked:

HIRING OF CONSULTANCY SERVICES (INDIVIDUAL CONSULTANT)

Solicitation No.: SIC-000-000

PRAS No.: 0000

Position: _____

6. Expressions of Interest (EOI) must be delivered at the address below not later than _____ of _____.

**Philippine Rural Development Project-Scale Up (PRDP-SU)
National Project Coordination Office (NPCO)
Special Bids and Awards Committee (SBAC) Secretariat
4th Floor, New DA Building, Department of Agriculture
Elliptical Road, Diliman, Quezon City**

7. The Department of Agriculture reserves the right to accept or reject any bid, and to annul the Selection of Individual Consultants (SIC) process or reject all EOIs at any time prior to contract award, without thereby incurring any liability to the affected bidder/bidders.

Chairperson, Bids and Awards Committee

REQUEST FOR EXPRESSIONS OF INTEREST

(CONSULTING SERVICES – FIRMS SELECTION)

[COUNTRY]

[NAME OF PROJECT]

Loan No./Credit No./ Grant No.: _____

Assignment Title: _____

Reference No. (as per Procurement Plan): _____

The [insert name of Borrower/Beneficiary/Recipient] [has received/has applied for/intends to apply for] financing from the World Bank toward the cost of the [insert name of project or grant], and intends to apply part of the proceeds for consulting services.

The consulting services (“the Services”) include [insert brief description, estimated level of effort (professional staff-months), implementation period, expected start date of assignment, etc. ensuring full consistency with the TOR attached or referred to in this REOI].

The detailed Terms of Reference (TOR) for the assignment [insert one of the following: are attached to this request for expressions of interest.

Or

can be found at the following website: (insert name of the website and URL address or link).

or

can be obtained at the address given below.]

The [insert name of implementing agency/client] now invites eligible consulting firms (“Consultants”) to indicate their interest in providing the Services. Interested Consultants should provide information demonstrating that they have the required qualifications and relevant experience to perform the Services. The shortlisting criteria are: [insert criteria related to required qualifications and experience of the firm; such as core business and years in business, relevant experience, technical and managerial capability of the firm. The Qualifications and Experience of Key Experts shall not be included in the shortlisting criteria]. Key Experts will not be evaluated at the shortlisting stage.

The attention of interested Consultants is drawn to Section III, paragraphs, 3.14, 3.16, and 3.17 of the World Bank’s “Procurement Regulations for IPF Borrowers” July 2016 [or insert date of applicable Procurement Regulations edition as per the legal agreement] (“Procurement Regulations”), setting forth the World Bank’s policy on conflict of interest. [If applicable, insert the

following additional text:] In addition, please refer to the following specific information on conflict of interest related to this assignment: [insert information on conflict of interest related to the assignment as per paragraph 3.17 of the Procurement Regulations].

Consultants may associate with other firms to enhance their qualifications, but should indicate clearly whether the association is in the form of a joint venture and/or a sub-consultancy. In the case of a joint venture, all the partners in the joint venture shall be jointly and severally liable for the entire contract, if selected.

A Consultant will be selected in accordance with the *[insert approved selection method]* method set out in the Procurement Regulations.

Further information can be obtained at the address below during office hours *[insert office hours if applicable, i.e. 0900 to 1700 hours]*.

Expressions of interest must be delivered in a written form to the address below (in person, or by mail, or by fax, or by e-mail) by *[insert date]*.

[insert name of office]

Attn: *[insert name of officer & title]*

[insert postal address and/or street address]

[insert postal code, city and country]

Tel: *[include the country and city code]*

Fax: *[include the country and city code]*

E-mail: *[include e-mail address]*

SELECTION OF CONSULTANTS

Request for Proposals

Consulting Services

Procurement of:

[insert identification of the Consulting Services]

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

Consulting Services for: *[insert assignment title]*

Client: *[insert the name of the Purchaser's implementing agency]*

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

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

Section 1. Request for Proposal Letter

PART I

Section 1. Request for Proposal Letter

Consulting Services

Name of Assignment: _____

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

Loan No./Credit No./ Grant No.: _____

Country: _____

Date: _____

[insert: Name and Address of Consultant. In case of a Joint Venture (JV), 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. *[For loan/credit-funded assignments only:]* The *[insert: Name of Borrower]* (hereinafter called “Borrower”) has *[received]* *[applied for]* financing from the *[select: International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA)]* (the “Bank”) in the form of a *[“loan” or “credit”]* (hereinafter called *[select “loan” or “credit”]*) toward the cost of *[insert: name of project]*. The *[Name of Implementing/Executing Agency]*, an implementing agency of the Client, intends to apply a portion of the proceeds of this *[loan/credit]* to eligible payments under the contract for which this Request for Proposals is issued. *[For grants-funded assignments only: replace the text above with the following: The [Name of Client/Recipient] (the [Client/ Recipient]) has been allocated grant funds (the “Grant”) from the [name of donor fund] which are administered by the [select: International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA)] (the “Bank”) and executed by the [name of implementing agency] (“the Client”). The [Client/ Recipient] 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 Borrower or Client or Recipient]* and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the *[choose one: loan/financing/grant¹]* agreement. The *[loan/financing/grant]* agreement prohibits a withdrawal from the *[loan/credit/grant]* account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security council taken under Chapter

¹ *[“loan agreement” term is used for IBRD loans; “financing agreement” is used for IDA credits; and “grant agreement” is used for Recipient-Executed Trust Funds administered by IBRD or IDA]*

Section 1. Request for Proposal Letter

VII of the Charter of the United Nations. No party other than the [Borrower/Client/Recipient] shall derive any rights from the [loan/financing/grant] agreement or have any claims to the proceeds of the [loan/credit/grant].

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

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

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

4. It is not permissible to transfer this RFP to any other firm.
5. A firm will be selected under *[insert: Selection Method]* procedures and in a *[insert proposal format: Full Technical Proposal (FTP) or Simplified Technical Proposal (STP)]* format as described in this RFP, in accordance with the policies of the Bank detailed in the *Bank's Procurement Regulations for IPF Borrowers* which can be found at the following website: www.worldbank.org

The RFP includes the following documents:

Section 1 – Request for Proposals Letter

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal (*[select: FTP or STP]*) - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 – Eligible Countries

Section 6 – Fraud and Corruption

Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract (*[select: Time-Based or Lump-Sum]*)

6. Please inform us by *[insert date]*, in writing at *[insert address]*, by facsimile *[insert facsimile number]*, or by E-mail *[insert e-mail address]*:
 - (a) that you have received this Request for Proposals; and
 - (b) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet

Section 1. Request for Proposal Letter

14.1.1).

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

Yours sincerely,

[Insert name of office]

[Insert name of officer and title]

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

[Insert telephone number, country and city codes]

[Insert facsimile number, country and city codes]

[Insert email address]

Section 2. Instructions to Consultants (ITC)

Section 2. Instructions to Consultants and Data Sheet

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

Instructions to Consultants

A. General Provisions

1. Definitions

- (a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) "Applicable Regulations" means Procurement Regulations for IPF Borrowers of date specified in the **Data Sheet**
- (c) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (d) "Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (e) "Borrower" means the Government, Government agency or other entity that signs the *[loan/financing/grant¹]* agreement with the Bank.
- (f) "Client" means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (g) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the

¹ ["loan agreement" term is used for IBRD loans; "financing agreement" is used for IDA credits; and "grant agreement" is used for Recipient-Executed Trust Funds administered by IBRD or IDA]

Section 2. Instructions to Consultants (ITC)

Special Conditions of Contract (SCC), and the Appendices).

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

Section 2. Instructions to Consultants (ITC)

- (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (r) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (s) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
- (t) “SPD - RFP” means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (u) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (v) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (w) “Terms of Reference (TORs)” (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

Section 2. Instructions to Consultants (ITC)

- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.
- 2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.
 - 3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting Activities

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

b. Conflicting

- (ii) Conflict among consulting assignments: a Consultant

Section 2. Instructions to Consultants (ITC)

- | | |
|--|--|
| Assignments | (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client. |
| c. Conflicting Relationships | (iii) <u>Relationship with the Client's staff</u> : a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract. |
| 4. Unfair Competitive Advantage | 4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants. |
| 5. Fraud and Corruption | 5.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section 6.

5.2 In further pursuance of this policy, Consultants shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and |

Section 2. Instructions to Consultants (ITC)

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

6. Eligibility

6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.

6.2 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 Bank in the Applicable Regulations.

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

a. Sanctions

6.3.1 A Consultant that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI, Fraud and Corruption, paragraph 2.2 d., shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the PDS**.

b. Prohibitions

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

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's

Section 2. Instructions to Consultants (ITC)

Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

c. Restrictions for State-Owned Enterprises

6.3.3 State-owned enterprises or institutions in the Borrower's country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.

d. Restrictions for Public Employees

6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:

- (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and
- (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

e. Borrower Debarment

6.3.5 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

Preparation of Proposals

7. General Considerations

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

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the

Section 2. Instructions to Consultants (ITC)

right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Language

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

10. Documents Comprising the Proposal

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

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

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

11. Only One Proposal

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

12. Proposal Validity

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

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

Section 2. Instructions to Consultants (ITC)

- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.
- Extension of Validity Period**
- 12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.
- 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
- b. Substitution of Key Experts at Validity Extension**
- 12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.
- c. Sub-Contracting**
- 12.9 The Consultant shall not subcontract the whole of the Services.

Section 2. Instructions to Consultants (ITC)

13. Clarification and Amendment of RFP

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

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

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

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

14. Preparation of Proposals Specific Considerations

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

14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When

Section 2. Instructions to Consultants (ITC)

associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

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

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

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

15. Technical Proposal Format and Content

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

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

15.2 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

Section 2. Instructions to Consultants (ITC)

in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

- 16. Financial Proposal**
- 16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 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**.
- a. Price Adjustment**
- 16.2 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**.
- b. Taxes**
- 16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.
- c. Currency of Proposal**
- 16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.
- d. Currency of Payment**
- 16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

Submission, Opening and Evaluation

- 17. Submission, Sealing, and Marking of Proposals**
- 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.
- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the

Section 2. Instructions to Consultants (ITC)

Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members 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.

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

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment]", [reference number], [name and address of the Consultant], and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**"

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked "**FINANCIAL PROPOSAL**" "[Name of the Assignment]", [reference number], [name and address of the Consultant], and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**"

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant's name and the address, and shall be clearly

Section 2. Instructions to Consultants (ITC)

marked “Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheet]”.

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

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

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.

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

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

19. Opening of Technical Proposals

19.1 The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the

Section 2. Instructions to Consultants (ITC)

address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.

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

20. Proposals Evaluation

20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its “no objection”, if applicable.

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

21. Evaluation of Technical Proposals

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

22. Financial Proposals for QBS

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

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s

Section 2. Instructions to Consultants (ITC)

evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

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

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

- (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.

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

- (i) their Proposal was responsive to the RFP and TOR and met 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 Proposal will be opened at the public opening of Financial Proposals; and
- (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

Section 2. Instructions to Consultants (ITC)

23.3 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 23.1 and 23.2.

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

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

24. Correction of Errors

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

a. Time-Based Contracts

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included 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

Section 2. Instructions to Consultants (ITC)

Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal 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.

b. Lump-Sum Contracts

24.1.2 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 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.

25. Taxes

25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

26. Conversion to Single Currency

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

27. Combined Quality and Cost Evaluation

a. Quality and Cost-Based Selection (QCBS)

27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.

b. Fixed-Budget Selection (FBS)

27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected.

Section 2. Instructions to Consultants (ITC)

- 27.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
- c. Least-Cost Selection**
- 27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract.
- d. Negotiations and Award**
28. Negotiations
- 28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
- 28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.
- Availability of Key Experts**
- 28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.
- 28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
- b. Technical Negotiations**
- 28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing

Section 2. Instructions to Consultants (ITC)

the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial Negotiations

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

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

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts’ remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates’ structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29. Conclusion of Negotiations

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

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

30. Standstill Period

30.1 The Contract shall be awarded not earlier than the expiry of the Standstill Period. The duration of the Standstill Period is

Section 2. Instructions to Consultants (ITC)

specified in the **Data Sheet**. Where only one Proposal is submitted, the Standstill Period shall not apply.

31. Notice of Intention to Award

31.1 When a Standstill Period applies, it shall commence when the Client has transmitted to each Consultant whose financial proposal was opened, 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:

- (a) the name and address of the Consultant with whom the client successfully negotiated a contract;
- (b) the contract price of the successful Proposal;
- (c) the names of all Consultants included in the short list, indicating those that submitted Proposals;
- (d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;
- (e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;
- (f) the final combined scores and the final ranking of the Consultants;
- (g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
- (h) the expiry date of the Standstill Period; and
- (i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

32. Notification of Award

32.1 Prior to the expiration of the Proposal Validity Period and upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, or upon satisfactorily addressing a complaint that has been filed within the Standstill Period, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Client;
- (b) name and reference number of the contract being awarded, and the selection method used;

Section 2. Instructions to Consultants (ITC)

- (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
- (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor; and
- (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope.

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

33. Debriefing by the Client

33.1 On receipt of the Client's Notification of Intention to Award referred to in ITB 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.

33.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client 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 Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period

33.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client 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.

Section 2. Instructions to Consultants (ITC)

33.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultant shall bear their own costs of attending such a debriefing meeting

34. Award of Contract

34.1 The Contract shall be signed promptly upon Notification of Award.

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

Section 2. Instructions to Consultants - Data Sheet

Section 2. Instructions to Consultants

E. Data Sheet

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

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

ITC Reference	A. General
1 (b)	The date of the Applicable Regulations is: _____ <i>[insert the version date]</i>
1 (c)	<i>[Insert the country if it is other than the Client’s country. Please note that the country of the Applicable Law in the contract form should then be the same]</i>
1 (m)	<p><i>[delete if not applicable]</i></p> <p>Electronic –Procurement System</p> <p>The Client shall use the following electronic-procurement system to manage this Request for Proposal (RFP) process:</p> <p><i>[insert name of the e-system and url address or link]</i></p> <p>The electronic-procurement system shall be used to manage the following part of the RFP process:</p> <p><i>[list the parts of process e.g. issuing RFP, submissions of Proposals, opening of Proposals etc. and insert such additional information in this Data Sheet as is required to describe these processes]</i></p>
2.1	<p>Name of the Client: _____</p> <p>Method of selection: _____ as per</p> <p>The Applicable Regulations: Procurement Regulations for IPF Borrowers dated _____ <i>[insert date of applicable edition]</i> available on www.worldbank.org</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal:</p> <p>Yes ____ No ____</p> <p>The name of the assignment is: _____</p>

Section 2. Instructions to Consultants - Data Sheet

2.3	<p>A pre-proposal conference will be held: Yes ____ or No ____</p> <p><i>[If “Yes”, fill in the following:]</i></p> <p>Date of pre-proposal conference: _____</p> <p>Time: _____</p> <p>Address: _____</p> <p>Telephone: _____ Facsimile: _____</p> <p>E-mail: _____</p> <p>Contact person/conference coordinator: <i>[insert name and title]</i></p> <p>_____</p>
2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: _____</p> <p><i>[list or state “N/A” if none]</i></p> <p>_____</p>
4.1	<p><i>[If “Unfair Competitive Advantage” applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the shortlisted Consultants]</i></p>
6.3.1	<p>A list of debarred firms and individuals is available at the Bank’s external website: www.worldbank.org/debarr</p>
<p align="center">B. Preparation of Proposals</p>	
9.1	<p>This RFP has been issued in the _____ language.</p> <p><i>[The choice of languages is: English, French, or Spanish. If the shortlist comprises national firms only, the national or nationwide used language can be used subject to prior agreement with the Bank.]</i></p> <p><i>[If the RFP is issued in two languages as agreed with the Bank, add the following text:</i></p> <p>In addition, the RFP is translated into the _____ <i>[insert national or nation-wide used]</i> language <i>[if there are more than one national language, add “and in the _____” [insert the second national language]</i>. Consultant has a choice of submitting the Proposal in any of the languages stated above. In case of winning, the Contract will be signed in the language of the Proposal which shall be the governing language of the</p>

	<p>Contract.]</p> <p><i>[If the Client's country requires that contracts with local firms are signed in the national language only, add the following text:</i></p> <p>National Consultants should submit Proposal in _____<i>[national]</i> language in order to have the Contract signed (if awarded) in accordance with the requirements of <i>[include reference to the national legislation/regulation/law]</i></p> <p><i>[If RFP is issued in one language only use the following text:</i></p> <p>Proposals shall be submitted in _____ <i>[choice of the language as per Applicable Regulations]</i> language.]</p> <p>All correspondence exchange shall be in _____ language.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>1st Inner Envelope with the Technical Proposal:</p> <p>(1) Power of Attorney to sign the Proposal</p> <p>(2) TECH-1</p> <p>(3) TECH-2</p> <p>(4) TECH-3</p> <p>(5) TECH-4</p> <p>(6) TECH-5</p> <p>(7) TECH-6</p> <p>OR</p> <p><u>For SIMPLIFIED TECHNICAL PROPOSAL (STP):</u></p> <p>1st Inner Envelope with the Technical Proposal:</p> <p>(1) Power of Attorney to sign the Proposal</p> <p>(2) TECH-1</p> <p>(3) TECH-4</p> <p>(4) TECH-5</p> <p>(5) TECH-6</p> <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal (if applicable):</p>

Section 2. Instructions to Consultants - Data Sheet

	<p>(1) FIN-1</p> <p>(2) FIN-2</p> <p>(3) FIN-3</p> <p>(4) FIN-4</p> <p>(5) Statement of Undertaking (if required under Data Sheet 10.2 below)</p>
10.2	<p>Statement of Undertaking is required</p> <p>Yes_____, or No _____</p> <p><i>[If Yes, make sure to include paragraph (e) in Form TECH-1]</i></p>
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>Yes _____ or No _____</p>
12.1	<p>Proposals must remain valid for <i>[insert a number: normally between 30 and 120 days]</i> days after the proposal submission deadline.</p>
13.1	<p>Clarifications may be requested no later than <i>[insert number]</i> days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: _____</p> <p>_____</p> <p>Facsimile: _____ E-mail: _____</p>
14.1.1	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): Yes _____ or No _____</p> <p>Or</p> <p>(b) other shortlisted Consultants: Yes _____ or No _____</p>
14.1.2 (do not use for Fixed Budget method)	<p><i>[If not used, state "Not applicable". If used, insert the following:</i></p> <p>Estimated input of Key Experts' time-input: _____person-months.</p> <p><i>[OR]</i></p> <p>Estimated total cost of the assignment:_____</p> <p><i>[Indicate only either time input (in person-month) or total cost, but not</i></p>

Section 2. Instructions to Consultants - Data Sheet

	<i>both!]</i>
14.1.3 for time-based contracts only	<p><i>[If not used, state “Not applicable”. If used, insert the following:</i></p> <p>The Consultant’s Proposal must include <u>the minimum</u> Key Experts’ time-input of _____person-months.</p> <p>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:</p> <p>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.]</p>
14.1.4 and 27.2 use for Fixed Budget method	<p>The total available budget for this Fixed-Budget assignment is: _____ (inclusive or exclusive of taxes). Proposals exceeding the total available budget will be rejected.</p> <p><i>[If inclusive, indicate tax estimates separately]</i></p>
15.2	<p>The format of the Technical Proposal to be submitted is:</p> <p>FTP _____ or STP _____ <i>[check the applicable format].</i></p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.1	<p><i>[A <u>sample</u> list is provided below for guidance. Items that are not applicable should be deleted, others may be added. If the Client wants to set up maximum ceilings for unit rates of certain type of expenses, such ceilings should be indicated in the FIN forms.</i></p> <ol style="list-style-type: none"> <i>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i> <i>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</i> <i>(3) cost of office accommodation, including overheads and back-stop support;</i> <i>(4) communications costs;</i> <i>(5) cost of purchase or rent or freight of any equipment required to be</i>

	<p><i>provided by the Consultants;</i></p> <p>(6) <i>cost of reports production (including printing) and delivering to the Client;</i></p> <p>(7) <i>other allowances where applicable and provisional or fixed sums (if any)]</i></p> <p>(8) <i>[insert relevant type of expenses, if/as applicable]</i></p>
16.2	<p>A price adjustment provision applies to remuneration rates:</p> <p>Yes _____ or No _____</p> <p><i>[Applies to all Time-Based contracts with a duration exceeding 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.]</i></p> <p><i>[If “Yes”, specify whether it applies to foreign and/or local inflation]</i></p>
16.3	<p><i>[If the Client has obtained a tax exemption applicable to the Contract, insert</i></p> <p>“The Client has obtained an exemption for the Consultant from payment of _____ <i>[insert the tax description. E.g., VAT, or local indirect taxes, etc.]</i> in the Client’s country as per <i>[insert reference to the applicable official source that issued an exemption]</i>.</p> <p><i>[If there is no tax exemption in the Client’s country, insert the following:</i></p> <p>“Information on the Consultant’s tax obligations in the Client’s country can be found <i>[insert reference to the appropriate official source]</i>. “</p>
16.4	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p>The Financial Proposal should state local costs in the Client’s country currency (local currency): Yes _____ or No _____</p>
C. Submission, Opening and Evaluation	
17.1	<p>The Consultants <i>[insert “shall” or “shall not”]</i> have the option of submitting their Proposals electronically.</p> <p><i>[If “Yes”, insert: The electronic submission procedures shall be: <i>[describe the submission procedure.]</i></i></p>

17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and _____ <i>[insert number]</i> copies;</p> <p>(b) Financial Proposal: one (1) original.</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date: _____ day/month/year <i>[for example, 15 January 2011]</i></p> <p>Time: _____ <i>[insert time in 24h format, for example, "16:00 local time"]</i></p> <hr/> <p><i>[If appropriate, add translation of the warning marking ["Do not open...."] in the national language to the outer sealed envelope.]</i></p> <p><i>The time allowed for the preparation and submission of Proposals shall be determined with due consideration to the particular circumstances of the project and the magnitude and complexity of the procurement. The period allowed shall be at least thirty (30) Business Days, unless otherwise agreed with the Bank]</i></p> <p>The Proposal submission address is: _____</p>
19.1	<p>An online option of the opening of the Technical Proposals is offered: Yes _____ or No _____</p> <p><i>[If yes, insert "The online opening procedure shall be: [describe the procedure for online opening of Technical Proposals.]</i></p> <p>The opening shall take place at:</p> <p><i>[Insert: "same as the Proposal submission address" OR insert and fill in the following:</i></p> <p>Street Address: _____</p> <p>Floor, room number _____</p> <p>City: _____</p> <p>Country: _____</p> <p>Date: same as the submission deadline indicated in 17.7.</p> <p>Time: <i>[insert time in 24h format, for example – "16:00 local time]</i></p> <p><i>[The time should be immediately after the time for the submission deadline stated in 17.7]</i></p>

19.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals _____ <i>[insert “N/A” or state what additional information will be read out and recorded in the opening minutes]</i></p>																												
21.1 (for FTP)	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="width: 80%;"></th><th style="text-align: right; width: 20%;"><u>Points</u></th></tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:</td><td style="text-align: right;">[0 - 10]</td></tr> <tr> <td>ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</td><td style="text-align: right;">[20 - 50]</td></tr> <tr> <td colspan="2"> <p><i>[Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]</i></p> </td></tr> <tr> <td colspan="2">(iii) Key Experts’ qualifications and competence for the Assignment:</td></tr> <tr> <td colspan="2"> <p><i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> </td></tr> <tr> <td>a) Position K-1: [Team Leader]</td><td style="text-align: right;">[Insert points]</td></tr> <tr> <td>b) Position K-2: [Insert position title]</td><td style="text-align: right;">[Insert points]</td></tr> <tr> <td>c) Position K-3:[Insert position title]</td><td style="text-align: right;">[Insert points]</td></tr> <tr> <td colspan="2" style="text-align: right;"> <p>Total points for criterion (iii): [30 - 60]</p> </td></tr> <tr> <td colspan="2"> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> </td></tr> <tr> <td colspan="2"> <p>1) General qualifications (general education, training, and experience): _____ <i>[insert weight between 10 and 20 %]</i></p> </td></tr> <tr> <td colspan="2"> <p>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments) : _____ <i>[insert weight between 60 and 80%]</i></p> </td></tr> <tr> <td colspan="2"> <p>3)[<i>If relevant to the task, add the 3d sub-criterion: Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.):</i></p> </td></tr> </tbody> </table>		<u>Points</u>	(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:	[0 - 10]	ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):	[20 - 50]	<p><i>[Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]</i></p>		(iii) Key Experts’ qualifications and competence for the Assignment:		<p><i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p>		a) Position K-1: [Team Leader]	[Insert points]	b) Position K-2: [Insert position title]	[Insert points]	c) Position K-3:[Insert position title]	[Insert points]	<p>Total points for criterion (iii): [30 - 60]</p>		<p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p>		<p>1) General qualifications (general education, training, and experience): _____ <i>[insert weight between 10 and 20 %]</i></p>		<p>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments) : _____ <i>[insert weight between 60 and 80%]</i></p>		<p>3)[<i>If relevant to the task, add the 3d sub-criterion: Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.):</i></p>	
	<u>Points</u>																												
(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:	[0 - 10]																												
ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):	[20 - 50]																												
<p><i>[Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]</i></p>																													
(iii) Key Experts’ qualifications and competence for the Assignment:																													
<p><i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p>																													
a) Position K-1: [Team Leader]	[Insert points]																												
b) Position K-2: [Insert position title]	[Insert points]																												
c) Position K-3:[Insert position title]	[Insert points]																												
<p>Total points for criterion (iii): [30 - 60]</p>																													
<p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p>																													
<p>1) General qualifications (general education, training, and experience): _____ <i>[insert weight between 10 and 20 %]</i></p>																													
<p>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments) : _____ <i>[insert weight between 60 and 80%]</i></p>																													
<p>3)[<i>If relevant to the task, add the 3d sub-criterion: Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.):</i></p>																													

Section 2. Instructions to Consultants - Data Sheet

	<p style="text-align: right;"><i>[insert weight between 0 and 10 %]</i></p> <p style="text-align: right;">Total weight: 100%</p> <p>(iv) Transfer of knowledge (training) program (relevance of approach and methodology): <i>[normally, not to exceed 10 points]</i></p> <p style="text-align: right;">Total points for criterion (iv): <i>[0 – 10]</i></p> <p>(v) Participation by nationals among proposed Key Experts <i>[0 – 10]</i></p> <p><i>[not to exceed 10 points] [Sub-criteria shall not be provided. Calculated as a ratio of the national Key Experts' time-input (in person-months) to the total number of Key Experts' time-input (in person-months) in the Consultant's Technical Proposal]</i></p> <p>Total points for the five criteria: 100</p> <p>The minimum technical score (St) required to pass is: ____ <i>[insert number]</i></p> <p><i>[The indicative range is 70 to 85 on a scale of 1 to 100]</i></p>
<p>21.1 [for STP]</p>	<p>Criteria, sub-criteria, and point system for the evaluation of the Simplified Technical Proposals are:</p> <p style="text-align: right;"><u>Points</u></p> <p>(i) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference:</p> <p style="text-align: right;">Total points for criterion (i): <i>[20 - 40]</i></p> <p>(ii) Key Experts' qualifications and competence for the Assignment:</p> <p><i>{Notes to Consultant: each position number corresponds to the same for Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <p>a) <i>Position K-1: [Team Leader]</i> <i>[Insert points]</i></p> <p>b) <i>Position K-2: [Insert position title]</i> <i>[Insert points]</i></p> <p>c) <i>Position K-3:[Insert position title]</i> <i>[Insert points]</i></p> <p style="text-align: right;">Total points for criterion (ii): <i>[60-80]</i></p> <p>Total points for the two criteria: 100</p>

	<p>The minimum technical score (St) required to pass is: ____ <i>[insert number]</i></p> <p><i>[The indicative range is 70 to 85 on a scale of 1 to 100]</i></p>
	<p style="text-align: center;">Public Opening of Financial Proposals</p>
23.4	<p>An online option of the opening of the Financial Proposals is offered: Yes _____ or No _____.</p> <p><i>[If yes, insert “The online opening procedure shall be: [describe the procedure for online opening of Financial Proposals.]</i></p>
23.5	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals.</p> <p>Any interested party who wishes to attend this public opening should contact <i>[insert name and contact details for responsible officer]</i> and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.</p> <p>Alternatively, a notice of the public opening of Financial Proposals may be published on the Client’s website, if available.</p>
25.1	<p>For the purpose of the evaluation, the Client 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 Client’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 Client on behalf of the Consultant.</p>
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: _____ <i>[indicate local currency or fully convertible foreign currency]</i></p> <p>The official source of the selling (exchange) rate is: _____</p> <p>The date of the exchange rate is: _____</p>

Section 2. Instructions to Consultants - Data Sheet

	<i>[The date shall not be earlier than four (4) weeks prior to the deadline for submission of proposals and no later than the date of the original validity of Proposals.]</i>
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p><i>[or replace with another inversely proportional formula acceptable to the Bank]</i></p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = _____ <i>[Insert weight]</i>, and</p> <p>P = _____ <i>[Insert weight]</i></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
	D. Negotiations and Award
28.1	<p>Expected date and address for contract negotiations:</p> <p>Date: _____ day/month/year <i>[for example, 15 January 2016]</i></p> <p>Address: _____</p>
30.1 Standstill Period	<p>The Standstill Period is _____ Business Days <i>[note: the minimum number of Business Days is ten (10)]</i> from the date the Client has transmitted to all Consultants that submitted Proposals, the Notification of its Intention to Award the Contract to the successful Consultant.</p> <p>Note: Where a Consultant has previously received notification of exclusion from the process at an interim stage of the selection process, the Consultant will not receive a Notification of Intention to Award the Contract.</p>

Section 2. Instructions to Consultants - Data Sheet

	<i>[If this selection process is in response to an emergency situation recognized by the Bank state: “No Standstill Period applies to this selection process.”]</i>
32.2	The publication of the contract award information will be done as follows: _____ <i>[insert the website(s) address where the information will be published, if available.]</i>
34.2	Expected date for the commencement of the Services: Date: _____ <i>[insert month and year]</i> at: _____ <i>[insert location]</i>

Section 3. Technical Proposal – Standard Forms

Section 3. Technical Proposal – Standard Forms

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

Checklist of Required Forms

Required 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 Client.	
✓		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)	

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

Section 3. Technical Proposal – Standard Forms

Form TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals (RFP) 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 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:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.

Section 3. Technical Proposal – Standard Forms

- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank's policy in regard to Fraud and Corruption as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (f) *[Note to Client: Only if required in ITC10.2 (Data Sheet 10.2), include the following:*
In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.]
- (g) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

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): _____

Section 3. Technical Proposal – Standard Forms

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

Form TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

A - Consultant's Organization

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.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last [.....] years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. 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 Client.

Section 3. Technical Proposal – Standard Forms

Duration	Assignment name/ & brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ equivalent)/ 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}

Section 3. Technical Proposal – Standard Forms

Form TECH-3 (FOR FULL TECHNICAL PROPOSAL)

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

Section 3. Technical Proposal – Standard Forms

Form TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

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

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

- a) Technical Approach and Methodology
- b) Work Plan
- c) 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.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

Section 3. Technical Proposal – Standard Forms

Form TECH-4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)

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

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

{Suggested structure of your Technical Proposal}

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

Form TECH-5 (FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.

Section 3. Technical Proposal – Standard Forms

Form TECH-6 (FOR FTP AND STP)



TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)		
		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														
n														
											Subtotal			
NON-KEY EXPERTS														
N-1			[Home]											
			[Field]											
N-2														

Section 3. Technical Proposal – Standard Forms

[illegible]

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

 Full time input
 Part time input

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

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

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

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

Membership in Professional Associations and Publications:

Section 3. Technical Proposal – Standard Forms

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

Adequacy for the Assignment:

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

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

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, 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 Client, and/or sanctions by the Bank.

{day/month/year}

Name of Expert
Date

Signature

{day/month/year}

Name of authorized
Date

Signature

Representative of the Consultant
(the same who signs the Proposal)

Section 4. 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 2.

- | | |
|-------|--|
| FIN-1 | Financial Proposal Submission Form |
| FIN-2 | Summary of Costs |
| FIN-3 | Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method |
| FIN-4 | Re-imbursable expenses |

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your 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 ITC 25.1 in the Data Sheet.* The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

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

Name and Address of Agents	Amount and Currencyor Gratuity	Purpose of Commission
_____	_____	_____
_____	_____	_____

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

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

We remain,

Yours sincerely,

Section 4. Financial Proposal – Standard Forms123

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}

Section 4. Financial Proposal – Standard Forms

FORM FIN-2 SUMMARY OF COSTS

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

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

Section 4. Financial Proposal – Standard Forms

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 Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Remuneration _____								
No.	Name	Position (as in TECH-6)	Person- month Remuneratio n Rate	Time Input in Person/Mon th (from TECH- 6)	{Currenc y # 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]					

Section 4. Financial Proposal – Standard Forms

N-2			[Field]					
	Total Costs							

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

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

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

Section 4. Financial Proposal – Standard Forms

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

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

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

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

Sample Form

Consultant:
Assignment:

Country:
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: _____

Section 4. Financial Proposal – Standard Forms

**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 Remuneratio n Rate per Working Month/Day/Y ear	Social Charge s ¹	Overhea d ¹	Subtot al	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Ho ur	Proposed Fixed Rate per Working Month/Day/Ho ur ¹
Home Office									
Client's Country									

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

1. Expressed as percentage of 1
2. Expressed as percentage of 4

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

Section 4. Financial Proposal – Standard Forms

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

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

Legend:

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

Section 5. Eligible Countries

Section 5. Eligible Countries

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

Under the ITC 6.3.2 (a): _____ [list country/countries following approval by the Bank to apply the restriction *or* state “none”]

Under the ITC 6.3.2 (b): _____ [list country/countries *or* indicate “none”]

Section 6. Fraud and Corruption

Section 6. Fraud and Corruption

(This Section 6, Fraud and Corruption shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Section 7. Terms of Reference

Section 7. Terms of Reference

[Sample outline:

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]

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 21.1 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 Client 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 Client as "Employer" is required."

6. Client's Input and Counterpart Personnel

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

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

7. _____]

PART II

Section 8. Conditions of Contract and Contract Forms

Foreword

1. Part II includes two types of standard Contract forms for Consulting Services (a Time-Based Contract and a Lump-Sum Contract) that are based on the contract forms included in the harmonized Request for Proposals (RFP) (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) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise the Consultant and to be involved in the daily execution of the assignment.
3. **Lump-Sum Contract.** This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Client is paramount.
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\$300,000 equivalent or more unless otherwise approved by the Bank.

STANDARD FORM OF CONTRACT

Consultant's Services Time-Based

Section 8. Conditions of Contract and Contract Forms (Time Based)

Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 Fraud and Corruption; the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including Attachment 1 on Fraud and Corruption 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.

Section 8. Conditions of Contract and Contract Forms (Time Based)

CONTRACT FOR CONSULTANT'S SERVICES
Time-Based

Project Name _____

[Loan/Credit/Grant] No. _____

Assignment Title: _____

Contract No. _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

Section 8. Conditions of Contract and Contract Forms (Time Based)

I. Form of Contract

TIME-BASED

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

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

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

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received *[or has applied for]* a loan *[or credit or grant]* from the *[Insert as appropriate: International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA)]* toward the cost of the Services and intends to apply a portion of the proceeds of this *[loan/credit/grant]* to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the *[loan/financing/grant]* agreement, including prohibitions of withdrawal from the *[loan/credit/grant]* account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the *[loan/financing/grant]* agreement or have any claim to the *[loan/credit/grant]* proceeds;

Section 8. Conditions of Contract and Contract Forms (Time Based)

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 “Fraud and Corruption”;
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Remuneration Cost Estimates
 - Appendix D: Reimbursables 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 Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

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

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

[Authorized Representative of the Consultant – name and signature]

Section 8. Conditions of Contract and Contract Forms (Time Based)

[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]

Section 8. Conditions of Contract and Contract Forms (Time Based)

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) “Applicable Regulations” means Procurement Regulations for IPF Borrowers of date specified in the **Special Conditions of Contract (SCC)**.
- (c) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (e) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (f) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (g) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (h) “Day” means a working day unless indicated otherwise.
- (i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (j) “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.

Section 8. Conditions of Contract and Contract Forms (Time Based)

- (k) "Foreign Currency" means any currency other than the currency of the Client's country.
- (l) "GCC" means these General Conditions of Contract.
- (m) "Government" means the government of the Client's country.
- (n) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (p) "Local Currency" means the currency of the Client's country.
- (q) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (s) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) "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.
- (v) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any,

Section 8. Conditions of Contract and Contract Forms (Time Based)

performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

- | | |
|----------------------------------|---|
| 3. Law Governing Contract | 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. |
| 4. Language | 4.1. This Contract has been executed in the language specified in the SCC , which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| 5. Headings | 5.1. The headings shall not limit, alter or affect the meaning of this Contract. |
| 6. Communications | <p>6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.</p> <p>6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.</p> |
| 7. Location | 7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve. |
| 8. Authority of Member in Charge | 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client. |
| 9. Authorized Representatives | 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC . |
| 10. Fraud and Corruption | 1.1 Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Attachment 1 to the GCC. |

Section 8. Conditions of Contract and Contract Forms (Time Based)

a. Commissions and Fees

1.2 The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.

12. Termination of Contract for Failure to Become Effective

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13. Commencement of Services

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.

14. Expiration of Contract

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.

15. Entire Agreement

15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16. Modifications or Variations

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

16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.

Section 8. Conditions of Contract and Contract Forms (Time Based)

17. Force Majeure

a. Definition

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

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

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

b. No Breach of Contract

17.4. The failure of a Party to 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.

c. Measures to be Taken

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

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

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period

Section 8. Conditions of Contract and Contract Forms (Time Based)

equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

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

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 & 49.

18. Suspension

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

19. Termination

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

a. By the Client

19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in

Section 8. Conditions of Contract and Contract Forms (Time Based)

a notice of suspension pursuant to Clause GCC 18;

- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 if the Consultant, in the judgment of the Client has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Attachement 1 to the GCC, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached

Section 8. Conditions of Contract and Contract Forms (Time Based)

as a result of arbitration pursuant to Clause GCC 49.1.

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

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5 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 Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause GCC 42;
- (b) 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

Section 8. Conditions of Contract and Contract Forms (Time Based)

Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

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

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

b. Law Applicable to Services

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

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

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

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

Section 8. Conditions of Contract and Contract Forms (Time Based)

21. Conflict of Interest 21.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- a. **Consultant Not to Benefit from Commissions, Discounts, etc.** 21.1.1 The payment of the Consultant pursuant to GCC 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.
- 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
- b. **Consultant and Affiliates Not to Engage in Certain Activities** 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- c. **Prohibition of Conflicting Activities** 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. **Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

Section 8. Conditions of Contract and Contract Forms (Time Based)

- | | |
|---|--|
| 22. Confidentiality | 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services. |
| 23. Liability of the Consultant | 23.1 Subject to additional provisions, if any, set forth in the SCC , the Consultant's liability under this Contract shall be as determined under the Applicable Law. |
| 24. Insurance to be taken out by the Consultant | 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC , and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13. |
| 25. Accounting, Inspection and Auditing | <p>25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.</p> <p>25.2. Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Consultant shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 10.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).</p> |
| 26. Reporting Obligations | 26.1 The Consultant shall submit to the Client the reports and documents specified in Appendix A , in the form, in the numbers and within the time periods set forth in the said Appendix. |

Section 8. Conditions of Contract and Contract Forms (Time Based)

27. Proprietary Rights of the Client in Reports and Records

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

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

28. Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

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

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts

29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

29.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts

Section 8. Conditions of Contract and Contract Forms (Time Based)

set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.2.

29.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment.

30. Replacement of Key Experts

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

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

31. Approval of Additional Key Experts

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

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

32. Removal of Experts or Sub-consultants

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

32.2 In the event that any of Key Experts, Non-Key Experts or Sub-

Section 8. Conditions of Contract and Contract Forms (Time Based)

consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

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

33. Replacement/ Removal of Experts – Impact on Payments

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

34. Working Hours, Overtime, Leave, etc.

34.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Appendix B**.

34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.

34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. OBLIGATIONS OF THE CLIENT

35. Assistance and Exemptions

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

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.

Section 8. Conditions of Contract and Contract Forms (Time Based)

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

36. Access to Project Site

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

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

37.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1

Section 8. Conditions of Contract and Contract Forms (Time Based)

38. Services, Facilities and Property of the Client

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

38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39. Counterpart Personnel

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

39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.3.

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

40. Payment Obligation

40.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

41. Ceiling Amount

41.1 An estimate of the cost of the Services is set forth in **Appendix C** (Remuneration) and **Appendix D** (Reimbursable expenses).

41.2 Payments under this Contract shall not exceed the ceilings in

Section 8. Conditions of Contract and Contract Forms (Time Based)

foreign currency and in local currency specified in the **SCC**.

41.3 For any payments in excess of the ceilings specified in GCC41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

42. Remuneration and Reimbursable Expenses

42.1 The Client 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.

42.2 All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.

42.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

42.4 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**.

42.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.

43. Taxes and Duties

43.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

43.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

44. Currency of Payment

44.1 Any payment under this Contract shall be made in the currency(ies) specified in the **SCC**.

Section 8. Conditions of Contract and Contract Forms (Time Based)

45. Mode of Billing and Payment

45.1 Billings and payments in respect of the Services shall be made as follows:

- (a) Advance payment. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal 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.
- (b) 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 Client, 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 and reimbursable expenses separately.
- (c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
- (d) The Final Payment. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final

Section 8. Conditions of Contract and Contract Forms (Time Based)

report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.

- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

46. Interest on Delayed Payments

46.1 If the Client 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**.

G. FAIRNESS AND GOOD FAITH

47. Good Faith

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

H. SETTLEMENT OF DISPUTES

48. Amicable Settlement

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

48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.

Section 8. Conditions of Contract and Contract Forms (Time Based)

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

II. General Conditions
Attachment 1

Fraud and Corruption
(Text in this Appendix shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

Section 8. Conditions of Contract and Contract Forms (Time Based)

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Section 8. Conditions of Contract and Contract Forms (Time Based)

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
1.1(a)	<p>The Contract shall be construed in accordance with the law of <i>[insert country name]</i>.</p> <p><i>[Note: The Bank-financed contracts normally designate the law of the [Government's/Client's] country as the law governing the contract. However, the Parties may designate the law of another country, in which case the name of the respective country should be inserted, and the square brackets should be removed.]</i></p>
1.1 (b)	<p>The date of the “Applicable Regulations” is: _____ <i>[insert version date]</i></p>
4.1	<p>The language is:_____ <i>[insert the language]</i>.</p>
6.1 and 6.2	<p>The addresses are <i>[fill in at negotiations with the selected firm]:</i></p> <p>Client : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted):_____</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[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.]</i></p> <p>The Lead Member on behalf of the JV is _____ <i>[insert name of the member]</i></p>

Section 8. Conditions of Contract and Contract Forms (Time Based)

<p>9.1</p>	<p>The Authorized Representatives are:</p> <p>For the Client: <i>[name, title]</i>_____</p> <p>For the Consultant: <i>[name, title]</i>_____</p>
<p>11.1</p>	<p><i>[Note: If there are no effectiveness conditions, state "N/A"]</i></p> <p>OR</p> <p><i>List here any conditions of effectiveness of the Contract, e.g., approval of the Contract by the Bank, effectiveness of the Bank [loan/credit/grant], receipt by the Consultant of an advance payment, and by the Client of an advance payment guarantee (see Clause SCC45.1(a)), etc.]</i></p> <p>The effectiveness conditions are the following: <i>[insert "N/A" or list the conditions]</i></p>
<p>12.1</p>	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be _____ <i>[insert time period, e.g.: four months].</i></p>
<p>13.1</p>	<p>Commencement of Services:</p> <p>The number of days shall be _____ <i>[e.g.: ten].</i></p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
<p>14.1</p>	<p>Expiration of Contract:</p> <p>The time period shall be _____ <i>[insert time period, e.g.: twelve months].</i></p>

23.1	<p>No additional provisions.</p> <p><i>[OR:</i></p> <p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p>
-------------	--

	<p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the [insert "Applicable Law", if it is the law of the Client's country, or insert "applicable law in the Client's country", if the Applicable Law stated in Clause SCC1.1 (a) is different from the law of the Client's country].</p> <p><i>[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank <u>prior to accepting any changes</u> 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:</i></p> <p><i>To be acceptable to the Bank, any limitation of the Consultant's</i></p>
--	---

Section 8. Conditions of Contract and Contract Forms (Time Based)

	<p><i>liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. <u>A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank.</u> Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.</i></p> <p><i>The Bank does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]</i></p>
<p>24.1</p>	<p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Note: Delete what is not applicable except (a)].</i></p> <p>(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];</p>

Section 8. Conditions of Contract and Contract Forms (Time Based)

	<p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country"]</i>;</p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country"]</i>;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.1	<i>[If applicable, insert any exceptions to proprietary rights provision_____]</i>
27.2	<p><i>[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:</i></p> <p><i>[The Consultant shall not use these [insert what applies..... documents and software.....] for purposes unrelated to this Contract without the prior written approval of the Client.]</i></p> <p>OR</p> <p><i>[The Client shall not use these [insert what applies.....documents and software.....] for purposes unrelated to this Contract without the prior written approval of the Consultant.]</i></p> <p>OR</p>

Section 8. Conditions of Contract and Contract Forms (Time Based)

	[Neither Party shall use these <i>[insert what applies.....documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the other Party.]
35.1 (a) through (e)	<i>[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.]</i>
35.1(f)	<i>[List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 35.1(f).]</i>
41.2	<p>The ceiling in foreign currency or currencies is: <i>_____ [insert amount and currency for each currency] [indicate: inclusive or exclusive] of local indirect taxes.</i></p> <p>The ceiling in local currency is: <i>_____ [insert amount and currency] [indicate: inclusive or exclusive] of local indirect taxes.</i></p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: “be paid” or “reimbursed”]</i> by the Client <i>[insert as appropriate: “for” or “to”]</i> the Consultant.</p> <p>The amount of such taxes is <i>_____ [insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.]</i></p>
42.3	<p>Price adjustment on the remuneration <i>[insert “applies” or “does not apply”]</i></p> <p><i>[If the Contract is less than 18 months, price adjustment does not apply.]</i></p> <p><i>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 Client’s country, in which case more frequent adjustments should be provided for – at the same intervals for remuneration in local currency. Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in local currency by using the corresponding index for the Client’s country. A sample provision is provided below for guidance:</i></p>

	<p>Payments for remuneration made in [foreign <i>and/or</i> local] currency shall be adjusted as follows:</p> <p>(1) Remuneration paid in foreign currency on the basis of the rates set forth in Appendix C shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:</p> $R_f = R_{fo} \times \frac{I_f}{I_{fo}} \quad \{ \text{or} \quad R_f = R_{fo} \times [0.1 + 0.9 \frac{I_f}{I_{fo}}] \}$ <p>where</p> <p>R_f is the adjusted remuneration;</p> <p>R_{fo} is the remuneration payable on the basis of the remuneration rates (Appendix C) in foreign currency;</p> <p>I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and</p> <p>I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.</p> <p>The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_f and I_{fo} in the adjustment formula for remuneration paid in foreign currency: <i>[Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency, e.g. "Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics"]</i></p> <p>(2) Remuneration paid in local currency pursuant to the rates set forth in Appendix D shall be adjusted every <i>[insert number]</i> months (and, for the first time, with effect for the remuneration earned in the <i>[insert number]</i> the calendar month after the date of the Contract) by applying the following formula:</p> $R_l = R_{lo} \times \frac{I_l}{I_{lo}} \quad \{ \text{or} \quad R_l = R_{lo} \times [0.1 + 0.9 \frac{I_l}{I_{lo}}] \}$ <p>where</p> <p>R_l is the adjusted remuneration;</p>
--	--

Section 8. Conditions of Contract and Contract Forms (Time Based)

	<p>R_{lo} is the remuneration payable on the basis of the remuneration rates (Appendix D) in local currency; I_l is the official index for salaries in the Client's country for the first month for which the adjustment is to have effect; and I_o is the official index for salaries in the Client's country for the month of the date of the Contract.</p> <p>The Client shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_l and I_o in the adjustment formula for remuneration paid in local currency: <i>[Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency]</i></p> <p>(3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor X_o/X. X_o is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract. X is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.</p>
<p>43.1 and 43.2</p>	<p><i>[The Bank leaves it to the Client to decide whether the Consultant (i) should be exempted from indirect local tax, or (ii) should be reimbursed by the Client for any such tax they might have to pay (or that the Client would pay such tax on behalf of the Consultant)]</i></p> <p>The Client warrants that <i>[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract's negotiations (Form FIN-2, part B "Indirect Local Tax – Estimates"):</i></p> <p><i>If ITC16.3 indicates a tax exemption status, include the following: "the Consultant, the Sub-consultants and the Experts shall be exempt from"</i></p> <p><i>OR</i></p> <p><i>If ITC16.3 does not indicate the exemption and, depending on whether the Client shall pay the withholding tax or the Consultant has to pay, include the following:</i></p> <p><i>"the Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts," OR "the Client shall reimburse the Consultant, the</i></p>

Section 8. Conditions of Contract and Contract Forms (Time Based)

	<p>Sub-consultants and the Experts”]</p> <p>any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client’s country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <ul style="list-style-type: none"> (a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client’s country), in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought into the Client’s country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them; (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client; (d) any property brought into the Client’s country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client’s country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client’s country, provided that: <ul style="list-style-type: none"> (i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client’s country in importing property into the Client’s country; and (ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client’s country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client’s country.
44.1	<p>The currency [currencies] of payment shall be the following: <i>[list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2]</i></p>

Section 8. Conditions of Contract and Contract Forms (Time Based)

45.1(a)	<p><i>[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)]</i></p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment [of <i>[insert amount]</i> in foreign currency] [and of <i>[insert amount]</i> in local currency] shall be made within <i>[insert number]</i> days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first <i>[insert number]</i> months of the Services until the advance payment has been fully set off.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</p>
45.1(b)	<p><i>[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:</i></p> <p>The Consultant shall submit to the Client itemized statements at time intervals of _____ [e.g. “every quarter”, “every six months”, “every two weeks”, etc.].</p>
45.1(e)	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>
46.1	<p>The interest rate is: <i>[insert rate]</i>.</p>
49.	<p><i>[In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.]</i></p> <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p>

Section 8. Conditions of Contract and Contract Forms (Time Based)

	<p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
--	--

Section 8. Conditions of Contract and Contract Forms (Time Based)

	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [Note: <i>If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none">(a) the country of incorporation of the Consultant [Note: <i>If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; 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.
--	---

Section 8. Conditions of Contract and Contract Forms (Time Based)

	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p class="list-item-l1">(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Client's country nor the Consultant's country]</i>;</p> <p class="list-item-l1">(b) the <i>[type of language]</i> language shall be the official language for all purposes; and</p> <p class="list-item-l1">(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>
--	---

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

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

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

APPENDIX B - KEY EXPERTS

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

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

APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:

[Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Consultant’s Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that

none has been made.]

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

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

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract."

Section 8. Conditions of Contract and Contract Forms (Time Based)

Model Form I
Breakdown of Agreed Fixed Rates in Consultant's Contract

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

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

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

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____

APPENDIX 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 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 Client]*

Date: _____ *[insert date]*_____

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

We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. _____ *[reference number of the contract]* dated ____ *[insert date]*_____ with the Beneficiary, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ *[insert amount in figures]* (_____) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____) *[amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

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

Section 8. Conditions of Contract and Contract Forms (Time Based)

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 its account number _____ at _____ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the ___ day of __[month]_____, [year]__,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

[signature(s)]

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

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

S T A N D A R D F O R M O F C O N T R A C T

Consultant's Services
Lump-Sum

Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 - Fraud and Corruption; the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including Attachment 1, 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.

Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name _____

[Loan/Credit/Grant] No. _____

Contract No. _____

Assignment Title: _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

I. Form of Contract

LUMP-SUM

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

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

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

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received *[or has applied for]* a loan *[or credit or grant]* from the *[insert as relevant, International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA)]*: toward the cost of the Services and intends to apply a portion of the proceeds of this *[loan/credit/grant]* to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the *[loan/financing/grant]* agreement, including prohibitions of withdrawal from the *[loan/credit/grant]* account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the *[loan/financing/grant]* agreement or have any claim to the *[loan/credit/grant]* proceeds;

Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

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 “Fraud and Corruption”);
- (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 Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

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

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

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the

Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

power of attorney to sign on behalf of all members shall be attached.

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) “Applicable Regulations” means Procurement Regulations for IPF Borrowers of date specified in **Special Conditions of Contract (SCC)**.
- (c) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (e) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (f) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (g) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (h) “Day” means a working day unless indicated otherwise.
- (i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (j) “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.

Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

- (k) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (l) “GCC” means these General Conditions of Contract.
- (m) “Government” means the government of the Client’s country.
- (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (p) “Local Currency” means the currency of the Client’s country.
- (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (s) “Procurement Regulations” means the World Bank’s Procurement Regulations for IPF Borrowers,
- (t) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (u) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (v) “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.
- (w) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

- | | |
|-------------------------------------|---|
| 2. Relationship between the Parties | 2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. |
| 3. Law Governing Contract | 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. |
| 4. Language | 4.1. This Contract has been executed in the language specified in the SCC , which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| 5. Headings | 5.1. The headings shall not limit, alter or affect the meaning of this Contract. |
| 6. Communications | <p>6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.</p> <p>6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.</p> |
| 7. Location | 7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve. |
| 8. Authority of Member in Charge | 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client. |
| 9. Authorized Representatives | 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC . |

Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

10. **Fraud and Corruption**
- The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Attachment 1 to the GCC.
- a. **Commissions and Fees**
- 10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.

17. Force Majeure

a. Definition

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

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

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

b. No Breach of Contract

17.4. The failure of a Party to 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.

c. Measures to be Taken

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

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

Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

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

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

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

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18. Suspension

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

19. Termination

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

a. By the Client

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred

Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period

Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

of not less than sixty (60) calendar days.

- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5. 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 Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (e) of 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.

Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

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

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

b. Law Applicable to Services

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

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

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

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

21. Conflict of Interest

21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict

Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

with other assignments or their own corporate interests.

- | | |
|---|--|
| a. Consultant Not to Benefit from Commissions, Discounts, etc. | <p>21.1.1 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.</p> <p>21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.</p> |
| b. Consultant and Affiliates Not to Engage in Certain Activities | <p>21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.</p> |
| c. Prohibition of Conflicting Activities | <p>21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p> |
| d. Strict Duty to Disclose Conflicting Activities | <p>21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p> |

Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

22. **Confidentiality** 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
23. **Liability of the Consultant** 23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be provided by the Applicable Law.
24. **Insurance to be taken out by the Consultant** 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
25. **Accounting, Inspection and Auditing** 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Consultant shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 10.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
26. **Reporting Obligations** 26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

27. Proprietary Rights of the Client in Reports and Records

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

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

28. Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

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

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts

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

Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

30. Replacement of Key Experts

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

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

31. Removal of Experts or Sub-consultants

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

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

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

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

E. OBLIGATIONS OF THE CLIENT

32. Assistance and Exemptions

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

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the

Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

Experts and their eligible dependents.

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

33. Access to Project Site

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

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

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

35. **Services, Facilities and Property of the Client** 35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

36. **Counterpart Personnel** 36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

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

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

F. PAYMENTS TO THE CONSULTANT

38. **Contract Price** 38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause GCC 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**.

39. **Taxes and Duties** 39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

40. **Currency of Payment** 40.1 Any payment under this Contract shall be made in the currency (ies) of the Contract.

Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

41. Mode of Billing and Payment

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 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**.

41.2.1 Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

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

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

Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

41.2.4 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.

42. Interest on Delayed Payments

42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2 , 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**.

G. FAIRNESS AND GOOD FAITH

43. Good Faith

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

H. SETTLEMENT OF DISPUTES

44. Amicable Settlement

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

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

45. Dispute Resolution

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

II. General Conditions
Attachment 1
Fraud and Corruption
(Text in this Appendix shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-

Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

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
1.1(a)	<p>The Contract shall be construed in accordance with the law of <i>[insert country name]</i>.</p> <p><i>[Bank-financed contracts normally designate the law of the [Government's/Client's] country as the law governing the contract. However, the Parties may designate the law of another country, in which case the name of the respective country should be inserted, and the square brackets should be removed.]</i></p>
1.1 (b)	<p>The date of the “Applicable Regulations” is: _____ <i>[insert version date]</i></p>
4.1	<p>The language is: _____ <i>[insert the language]</i>.</p>
6.1 and 6.2	<p>The addresses are <i>[fill in at negotiations with the selected firm]:</i></p> <p>Client : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted): _____</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state “N/A”;</i> <i>OR</i> <i>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.]</i></p> <p>The Lead Member on behalf of the JV is _____ _____ <i>[insert name of the member]</i></p>

Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

9.1	<p>The Authorized Representatives are:</p> <p>For the Client: <i>[name, title]</i>_____</p> <p>For the Consultant: <i>[name, title]</i>_____</p>
11.1	<p><i>[Note: If there are no effectiveness conditions, state "N/A"]</i></p> <p>OR</p> <p><i>List here any conditions of effectiveness of the Contract, e.g., approval of the Contract by the Bank, effectiveness of the Bank [loan/credit/grant], receipt by the Consultant of an advance payment, and by the Client of an advance payment guarantee (see Clause SCC45.1(a)), etc.]</i></p> <p>The effectiveness conditions are the following: <i>[insert "N/A" or list the conditions]</i></p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be _____ <i>[insert time period, e.g.: four months].</i></p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be _____ <i>[e.g.: ten].</i></p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be _____ <i>[insert time period, e.g.: twelve months].</i></p>
21 b.	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes _____ No _____</p>

23.1	<p>No additional provisions.</p> <p><i>[OR</i></p> <p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p>
-------------	---

	<p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the <i>[insert "Applicable Law", if it is the law of the Client's country, or insert "applicable law in the Client's country", if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of the Client's country]</i>.</p> <p><i>[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank <u>prior to accepting any changes</u> 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:</i></p> <p><i>To be acceptable to the Bank, any limitation of the Consultant's</i></p>
--	---

Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

	<p><i>liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. <u>A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank.</u> Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.</i></p> <p><i>The Bank does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]</i></p>
<p>24.1</p>	<p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Delete what is not applicable except (a)].</i></p> <p>(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];</p>

Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

	<p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country"]</i>;</p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country"]</i>;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.1	<i>[If applicable, insert any exceptions to proprietary rights provision_____]</i>
27.2	<p><i>[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:</i></p> <p>[The Consultant shall not use these <i>[insert what applies.....documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the Client.]</p> <p><i>[OR]</i></p> <p>[The Client shall not use these <i>[insert what applies.....documents and software.....]</i> for purposes unrelated to this Contract</p>

Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

	<p>without the prior written approval of the Consultant.]</p> <p><i>[OR]</i></p> <p>[Neither Party shall use these <i>[insert what applies.....documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the other Party.]</p>
32.1 (a) through (e)	<i>[List here any changes or additions to Clause GCC 32.1. If there are no such changes or additions, delete this Clause SCC 32.1.]</i>
32.1(f)	<i>[List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 32.1(f).]</i>
38.1	<p>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable]</i> <i>[indicate: inclusive or exclusive]</i> of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: “be paid” or “reimbursed”]</i> by the Client <i>[insert as appropriate: “for” or “to”]</i> the Consultant.</p> <p>The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.</i></p>
39.1 and 39.2	<p><i>[The Bank leaves it to the Client to decide whether the Consultant (i) should be exempted from indirect local tax, or (ii) should be reimbursed by the Client for any such tax they might have to pay (or that the Client would pay such tax on behalf of the Consultant)]</i></p> <p>The Client warrants that <i>[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract’s negotiations (Form FIN-2, part B “Indirect Local Tax – Estimates”):</i></p> <p><i>If ITC16.3 indicates a tax exemption status, include the following: “the Consultant, the Sub-consultants and the Experts shall be exempt from”</i></p> <p><i>OR</i></p> <p><i>If ITC16.3 does not indicate the exemption and, depending on whether the Client shall pay the withholding tax or the Consultant has to pay,</i></p>

	<p><i>include the following:</i></p> <p>“the Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts,” OR “the Client shall reimburse the Consultant, the Sub-consultants and the Experts”]</p> <p>any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client’s country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <ul style="list-style-type: none"> (a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client’s country), in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought into the Client’s country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them; (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client; (d) any property brought into the Client’s country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client’s country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client’s country, provided that: <ul style="list-style-type: none"> (i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client’s country in importing property into the Client’s country; and (ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client’s country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client’s country.
--	--

Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

<p>41.2</p>	<p>The payment schedule:</p> <p><i>[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i></p> <p>1st payment: <i>[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]</i></p> <p>2nd payment: _____</p> <p>.....: _____</p> <p>Final payment: _____</p> <p><i>[Total sum of all installments shall not exceed the Contract price set up in SCC38.1.]</i></p>
<p>41.2.1</p>	<p><i>[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)]</i></p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <ol style="list-style-type: none"> (1) An advance payment [of <i>[insert amount]</i> in foreign currency] [and of <i>[insert amount]</i> in local currency] shall be made within <i>[insert number]</i> days after the receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against [list the payments against which the advance is offset]. (2) The advance 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.
<p>41.2.4</p>	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>
<p>42.1</p>	<p>The interest rate is: <i>[insert rate]</i>.</p>

<p>45.1</p>	<p><i>[In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.]</i></p> <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington,</i>
--------------------	--

Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

	<p><i>D.C.; the International Chamber of Commerce, Paris; etc.].</i></p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
--	---

Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none"> (a) the country of incorporation of the Consultant <i>[If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> 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.
--	--

Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p class="list-item-l1">(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Client's country nor the Consultant's country]</i>;</p> <p class="list-item-l1">(b) the <i>[type of language]</i> language shall be the official language for all purposes; and</p> <p class="list-item-l1">(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>
--	---

Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

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

.....

APPENDIX B - KEY EXPERTS

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

.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

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

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

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

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract.”]

Section 8. Conditions of Contract and Contract Forms (Lump-Sum)

Model Form I Breakdown of Agreed Fixed Rates in Consultant's Contract

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

(Expressed in [insert name of currency])*

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

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____

APPENDIX 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 Client]*

Date: _____ *[insert date]* _____

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

We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. _____ *[reference number of the contract]* dated _____ *[insert date]* _____ with the Beneficiary, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ *[insert amount in figures]* (_____) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____) *[amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

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

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number _____ at _____ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the ___ day of *[month]*_____, *[year]*____,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

[signature(s)]

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

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”



TERMS OF REFERENCE

Hiring of Consultancy Firm for the Harmonization of the DA Planning and Budgeting System

I. Background and Rationale

The Department of Agriculture (DA) has a big challenge as overseer of the development of the agriculture and fisheries sector. The sector's critical roles in the country's economic progress, most especially in building inclusiveness in growth, is recognized -- a recognition apparent in the DA's increasing budgetary allocations.

The past five years – 2010-2014 have been challenging for the agriculture and fisheries sector. The pernicious effects of climate change, primarily flooding and drought, caused billions worth of livelihood and production losses to the sector. Typhoon Yolanda alone decimated the stock of coconut trees in the Eastern Visayas and destroyed the boats of fisherfolk. Despite these, the sector managed to maintain its upward trend as output grew at an annual average of 2.08 percent.

However, significant sector advancement is weighed down by various factors, not the least of which is the way that the Department has been pursuing the mandated sector goals, setting Department purposes and targets, and allocating and using available resources.

The Philippine Rural Development Project-Scale Up (PRDP-SU) is a 6-year project of the DA aiming to provide needed infrastructure and enterprise investment support to the agriculture and fisheries sector but within more efficient governance systems consistent with principles espoused in the Agriculture and Fisheries Modernization Act (AFMA) of 1997. The IPLAN component of the program intends to institutionalize the Agriculture and Fisheries Modernization Plan (AFMP) and the Regional Agriculture and Fisheries Modernization Plan (RAFMP) as the basis for the allocation and use of investments available to the sector. To this end, it seeks to strengthen the Department's planning, programming and budget execution processes for the attainment of mandated sector goals.

II. Objectives

1. Main

To assist the DA achieve the PRDP-SU IPLAN's objective of rationalizing DA decision-making by designing guidelines, processes and institutional arrangements that will ensure that DA plans, programs and budgets are mainly derived from and fully consistent with the AFMP.

2. Specific

- i. To assess the consistency, harmony, and integration of current national, regional, commodity and bureau/agency planning, programming and budgeting guidelines, processes, and institutional arrangements;
- ii. To evaluate the consistency of current DA regional, commodity, and bureau/agency plans and budgets, including a representative sample of approved PCIPs, with the current AFMP;
- iii. To develop an integrated and harmonized set of planning, programming and budgeting manuals, which would include proposed institutional arrangements, that will effectively address the gaps determined in objectives (i) and (ii) above; and
- iv. To formulate a Planning, Programming and Budgeting Guidelines, derived from the approved manuals in objective (iii) above, to initiate the next AFMP updating cycle.

III. Scope of Work

The consultancy firm shall undertake the following services to achieve the objectives stated in this TOR:

1. Assess the consistency, harmony, and integration of current DA national, regional, commodity and bureau/agency planning, programming and budgeting guidelines, processes, and institutional arrangements, at least for the following:

- a. Updating of the national Agriculture and Fisheries Modernization Plan (AFMP) and Regional Agriculture and Fisheries Modernization Plans (RAFMPs);
 - b. The integration of Provincial Commodity Investment Plans (PCIPs) under the i-Plan component of the PRDP-SU into the RAFMPs;
 - c. The preparation of the annual plan and budget proposals (PBP) and the quarterly workplan, using PCIPs as one of the basis; and
 - d. The preparation of the agriculture Public Investment Program (PIP).
2. Evaluate the consistency of current DA regional, commodity, and bureau/agency plans and budgets, including a representative sample of approved PCIPs, with the current AFMP;
3. Review the plans and budgets of attached corporations and the coordination and institutional arrangement with other national government departments/agencies vis-à-vis the objective of IPLAN Subcomponent 1.2 to harmonize technical service provision by the technical agencies, bureaus and other NG departments with the needs of the RAFMPs and PCIPs;
4. Review the usefulness of various available documents on the DA planning, programming and budgeting processes, including frameworks, manuals, guidelines, forms, instructions, and other such documents that circumscribe the work of DA's planners and budget officers;
5. Recommend changes in the guidelines, processes, and institutional arrangements (across the DA operating units, attached bureaus/agencies, attached corporations and other national government departments/agencies), based on the gaps determined in specific objectives (i) and (ii), so that the various outputs become consistent and mutually reinforcing in support of AFMP implementation. This include the integration of the PCIPs, which should emanate from and should be consistent with the AFMP and, more immediately, their respective RAFMP. The AFMP and the RAFMPs are the main reference documents of the PCIPs and the resulting manuals and guidelines should ensure that the planning, programming and budgeting processes, activities, indicators and institutional arrangements reflect this.

6. Document the enhanced processes and institutional arrangements in an integrated and harmonized set of planning, programming and budgeting manuals that will be used by DA planners in undertaking the various planning and budgeting activities of the DA;
7. Develop a Planning, Programming and Budgeting Guidelines, derived from the approved manuals in specific objective (iii) above, to initiate the next AFMP updating cycle;
8. Recommend core indicators for the AFMP and RAFMP, including indicators for organizational outcomes of the DA;
9. Conduct the following workshops/orientation and meetings:
 - a. *Consultation workshops* – This workshop aims to present the result of the review of the current planning, programming and budgeting system of the DA, next steps of the technical assistance (e.g. formulation of manuals), and solicit comments and suggestions. The workshop will be organized in three (3) clusters for manageability and the expected participants are the DA RFO's, Bureaus, Attached Agencies and Attached Corporations.
 - b. *Workshops to refine the draft manuals/guidelines* – This workshop aims to present the (i) draft manuals and (ii) guidelines for AFMP updating and solicit comments and suggestions. The workshop will be organized in three (3) clusters for manageability and the expected participants are the DA RFO's, Bureaus, Attached Agencies and Attached Corporations.
 - c. *Progress meetings* – The series of meetings is a venue for the consultants to present the progress of the technical assistance to the DA-Planning and Monitoring Service (PMS) and the DA Management. The expected participants are personnel from DA-PMS, DA Management and selected concerned staff.
10. Provide the food, accommodation, venue, presentation materials, resource person/facilitator during the consultation workshops/orientation and meetings.

IV. Project Duration

The engagement of the consulting firm is **six (6) months** from receipt of Notice to Proceed (NTP).

The procuring entity is after the quality of the outputs that would be submitted at the end of the project. The estimated number of professional staff-months required for the project is

entrusted to the consulting entity for them to apportion it to the various deliverables stipulated in this TOR, with the concurrence of the procuring entity.

V. Qualifications of the Consultancy Firm

1. The firm has at least 10 years of experience in development/strategic planning, public finance and investment programming. The firm will also be evaluated based on an assessment of the quality of previous similar sample output (e.g., planning, programming and budgeting manuals and guidelines) which they must submit to the DA;
2. The members of the team of consultants of the firm has the following qualifications:
 - a. Development Planning Expert (Team Leader)
 - 10 years of work experience in strategic planning in the field of agriculture and fisheries
 - Has an academic degree in development planning, rural development, economics or other related field of studies
 - At least a Masters Degree holder
 - Has a firm grasp of major issues and concerns in Philippine agriculture and fisheries
 - b. Public Finance Expert
 - 8 years of work experience in public finance, preferably, in the preparation of budget proposals and workplans in the agriculture and fishery sector
 - Has an academic degree in public finance, public management, banking and finance, or other related field of studies
 - At least a Masters Degree holder
 - Has a firm grasp of major issues and concerns in Philippine agriculture and fisheries
 - c. Investment Programming Expert
 - 8 years of work experience in investment programming, preferably, in the preparation of public investment plans/programs in the agriculture and fishery sector
 - Has an academic degree in development planning, economics, project management or other related field of studies
 - At least a Masters Degree holder

- Has a firm grasp of major issues and concerns in Philippine agriculture and fisheries

VI. Obligations/Duties and Responsibilities of the DA

1. Review the timetable in consultation with the firm for the project, including workshops/orientation and meetings;
2. Review and approval of the food, accommodation and venue to be provided by the Consultancy Firm for the workshops/orientation and meetings;
3. Review and approval of the manuals and reports of the consulting firm; and
4. Pay the consultancy firm's fees as follows:

Milestone	Payment	Schedule of Payment
Upon the client's receipt of a copy of the contract signed by both parties with Notice to Proceed (NTP)	15 %	Upon receipt of NTP
Upon submission and acceptance of the Inception Report	15 %	Two (2) months after NTP
Upon submission and acceptance of the draft manuals	40 %	Two (2) months after Inception Report
Upon submission and acceptance of the final version of the manuals	30 %	Two (2) months after the draft
Total	100%	Six (6) months

VII. Institutional and Reporting Arrangement

The consulting firm will report directly to the Director of the Planning and Monitoring Service (DA-PMS). The timelines and formats of the reports must have the concurrence also of the Director.

VIII. Deliverables

1. Inception Report which includes the assessment and gap analysis mentioned in specific objectives (i) and (ii);
2. An integrated and harmonized set of planning, programming and budgeting manuals of the DA, namely:
 - a. Manual on:
 - i. Updating of the AFMP and RAFMPs, including the integration of the PCIPs; and
 - ii. Preparation of the annual PBP and quarterly workplan;
 - b. Manual for preparation of the PIP and its regular updating.

At the minimum, the manuals should include the purpose and objectives, definition of terms, main activities, process flows, inputs and outputs, institutional arrangements, recommended tools and timetable of, as well as interconnections among, the various planning and budgeting processes.

3. Planning, Programming and Budgeting Guidelines for the next AFMP updating.

IX. Ownership and Property Rights

The DA shall have ownership of the planning and budgeting manuals to be developed.

X. Estimated Budget

The estimated budget is Php 8,200,000.00 chargeable against the Philippine Rural Development Project-Scale Up (PRDP-SU) funds. This amount is inclusive of taxes, travel expenses of the consulting firm and the cost of the workshops to be conducted.

Item	Budget (Php)	Assumptions
1. Hiring of Consultancy Firm	4,320,000	
a. Development Planning Expert (Leader)	1,500,000	Php 250,000/month x 6 months x 1 pax
b. Public Budgeting/Finance Expert	1,200,000	Php 200,000/month x 6 months x 1 pax
c. Investment Programming Expert	1,200,000	Php 200,000/month x 6 months x 1 pax
d. Research Assistant	420,000	Php 35,000/month x 6 months x 2 pax
2. Conduct of Workshops	2,970,000	
a. Consultation Workshop	1,485,000	
i. Cluster A	495,000	Php 1,800/pax x 55 pax x 5 days
ii. Cluster B	495,000	Php 1,800/pax x 55 pax x 5 days
iii. Cluster C	495,000	Php 1,800/pax x 55 pax x 5 days
b. Workshop to Refine the Draft Manuals	1,485,000	
i. Cluster A	495,000	Php 1,800/pax x 55 pax x 5 days
ii. Cluster B	495,000	Php 1,800/pax x 55 pax x 5 days
iii. Cluster C	495,000	Php 1,800/pax x 55 pax x 5 days
3. Conduct of Meetings	48,000	Php 300/pax x 40 pax x 4 meetings
4. Printing of Manuals	675,000	Php 1,500 x 450 copies
5. Supplies and Materials	187,000	2.3% of total cost
Grand Total	8,200,000	

XI. Schedule of Activities

		Month 1				Month 2				Month 3				Month 4				Month 5				Month 6			
		Feb 2016				Mar 2016				Apr 2016				May 2016				Jun 2016				Jul 2016			
Activity		Wk 1	Wk 2	Wk 3	Wk 4	Wk 1	Wk 2	Wk 3	Wk 4	Wk 1	Wk 2	Wk 3	Wk 4	Wk 1	Wk 2	Wk 3	Wk 4	Wk 1	Wk 2	Wk 3	Wk 4	Wk 1	Wk 2	Wk 3	Wk 4
1)	Issuance of Notice to Proceed																								
2)	Contract Signing																								
3)	Conduct of Preparatory Meeting																								
4)	Review of current planning and budgeting system in the DA																								
5)	Conduct of consultation workshop																								
	a. Cluster A																								
	b. Cluster B																								
	c. Cluster C																								
6)	Drafting of Inception Report																								
7)	Submission of Inception Report																								
8)	Conduct of Progress Meeting																								
9)	Preparation and writing of manuals																								
10)	Submission of draft manuals																								
11)	Workshop to refine the draft manuals																								
	a. Cluster A																								
	b. Cluster B																								
	c. Cluster C																								
12)	Refinement of manuals																								
13)	Submission of final version of manuals																								

Annex G. Supplemental/ Bid Bulletin

SUPPLEMENTAL / BID BULLETIN NO. 1

Title :

Solicitation No. :

Date :

This Supplemental/Bid Bulletin is issued to all prospective bidders announcing the extension of the deadline for submission and receipt of **EOIs**, to wit:

FROM	TO

Please submit your EOI and other supporting documents to the office of the **PRDP-SU NPCO Procurement Unit/SBAC Secretariat, at the 4th Floor, New DA Building, DA Compound, Elliptical Road, Diliman, Quezon City** on or before _____.

For clarifications, you may contact DA-PRDP-SU Procurement Unit at telephone nos. **(02) 928-8751 local 2877. Late EOI will not be accepted.**

This Bid Bulletin shall form part of the Request for Expression of Interest.

Please be guided accordingly.

Approved/Disapproved

Chairperson, Bids and Awards Committee

Annex H. Purchase Order (P.O.)

PURCHASE ORDER				
Department of Agriculture				
Office of the Secretary				
TIN: 000-845-895				
Supplier			P.O. No.	
Address			Date	
FAX#	Tel. No.:		Mode of Proc.	
PRAS No.	Date :		End-User	
Gentlemen:				
Please furnish this Office the following articles subject to the pertinent Terms and Conditions prescribed in the Request for Quotation are hereby incorporated in this Purchase Order.				
Place of delivery		Delivery Period		
Date of delivery		Payment Term		
Unit	Description	QTY.	UNIT COST	AMOUNT
Page 1 of 1				
(Amount in words)				P -
In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed.				
Very truly yours,				
(Printed Name and Signature of Supplier)		(To be filled up by the Winning Bidder /Supplier)		
Date		ACCOUNT NAME: _____		
		ACCOUNT NO.: _____		
		NAME OF BANK/BRANCH: _____		
Allotment Certified Available:		Amount : _____		
		ORS NO: _____		
Department Chief Accountant				

Annex I. Work Order (W.O.)

WORK ORDER Department of Agriculture Office of the Secretary TIN: 000-845-895				
<i>Supplier</i>			<i>W.O. No.</i>	
<i>Address</i>			<i>Date</i>	
<i>FAX#</i>		<i>Tel. No.:</i>	<i>Mode of Proc.</i>	
<i>PRAS No.</i>		<i>Date :</i>	<i>End-User</i>	
<i>Gentlemen:</i> <i>Please furnish this Office the following articles subject to the pertinent Terms and Conditions prescribed in the Request for Quotation are hereby incorporated in this Purchase Order.</i>				
<i>Place of delivery</i>		<i>Delivery Period</i>		
<i>Date of delivery</i>		<i>Payment Term</i>		
<i>Unit</i>	<i>Description</i>	<i>QTY.</i>	<i>UNIT COST</i>	<i>AMOUNT</i>
<i>Page 1 of 1</i>				
<i>(Amount in words)</i>			P -	
<i>In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed.</i>				
<i>Very truly yours,</i>				
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <i>(Printed Name and Signature of Supplier)</i> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <i>Date</i>			(To be filled up by the Winning Bidder /Supplier) <i>ACCOUNT NAME:</i> _____ <i>ACCOUNT NO.:</i> _____ <i>NAME OF BANK/BRANCH:</i> _____	
<i>Allotment Certified Available:</i> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <i>Department Chief Accountant</i>			<i>Amount :</i> _____ <i>ORS NO:</i> _____	

DEPARTMENT OF AGRICULTURE
PHILIPPINE RURAL DEVELOPMENT PROJECT
BIDS AND AWARDS COMMITTEE

ABSTRACT OF BIDS

ANNEX A

Time:

[illegible]

We hereby certify that we have verified this Abstract of Bids against the price quotation submitted by the suppliers.

_____	_____	_____	_____	_____
Chairman	Vice Chairman	Member	Member	Member

Mode of Procurement:
Awarding by:

Annex K. Matrix of Curriculum Vitae/ Expression of Interest

DEPARTMENT OF AGRICULTURE
PHILIPPINE RURAL DEVELOPMENT PROJECT
BIDS AND AWARDS COMMITTEE

As per S.O. # _____ series of _____

MATRIX OF EXPRESSION OF INTERESTS (EOIs)

PRAS no. _____ Estimated Project Cost (EPC): Php _____ Date: _____ Time: _____

DESCRIPTION			Amount per item (<u>Php</u>)	Name of Consultant	Name of Consultant	Name of Consultant
Qty.	Unit	Item description				
		Grand Total	<u>Php</u>			



_____	_____	_____	_____	_____
Chairman	Vice Chairman	Member	Member	Member



Mode of Procurement:
Awarding by:

Annex L. WB Contract Form for Individual Consultant

CONTRACT

This **CONTRACT** ("Contract") entered into by and between the:

DEPARTMENT OF AGRICULTURE through the **PHILIPPINE RURAL DEVELOPMENT PROJECT-SCALE UP (PRDP-SU)** ("the Client"), a national government agency, having its principal office address at **4TH Floor, D.A. Building, Elliptical Road, Diliman Quezon City**, herein represented by _____,

-- and--

_____ ("the Consultant") having its principal address located at _____,

WITNESSETH:

WHEREAS, the **Government of the Philippines (GOP)** has received a loan from the **International Bank for Reconstruction and Development** (the "**Bank**") in an amount equivalent to US \$ SIX HUNDRED MILLION DOLLARS ONLY (US\$600,000,000), toward the cost of the **Philippine Rural Development Project-Scale Up** (hereafter "**PRDP-SU**" or "**Project**"), and intends to apply a portion of the proceeds of this Loan to eligible payments under this Contract, it being understood that payments by the Bank will be made only at the request of the Department of Agriculture and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan Agreement (IBRD Loan No. 9577 dated July 07, 2023);

WHEREAS, pursuing the implementation of the Project, the Client wishes to have the Consultant perform the services hereinafter referred to; and

WHEREAS, the Consultant is willing to perform these services ==

NOW THEREFORE THE PARTIES hereby agree as follows:

- | | |
|--------------------|--|
| 1. Services | (i) The Consultant shall perform the services specified in the pertinent "Terms of Reference" attached as Annex "A" hereof and made an integral part of this Contract ("the Services"). |
| | (ii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in said Annex "A." |
| 2. Term | The Consultant shall perform the Services for a period of _____ to start on the day following the date of Contract signing (with |

issuance of the corresponding Notice to Proceed).

3. Payment

A. Ceiling

For Services rendered pursuant to Annex "A", the Client shall pay the Consultant an amount not to exceed **(Php)** as provided in **Annex "B"** (Budget Allocation submitted by the consultant). This amount has been established based on the understanding that it includes all of the Consultant's costs and profits and including any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments – The parties agree to the following payment schedule:

All payment shall be made upon acceptance of the reports by the end user as stipulated in the contract

C. Transportation, his/her own office equipment, manpower, including administrative staff and other operational expenses, to be deployed to complete the assignment within the time specified for the work shall be charged to the project as provided in Annex "B".

D. Payment Conditions

Payment shall be made in Philippine Peso within 45 calendar days following submission by the Consultant Billing/Invoices in duplicate to the Coordinators designated in paragraph 4.

4. Project Administration

A. Coordinator

The Client designates, as Client's Coordinators; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client.

B. Reports

The reports listed in Annex A, "Terms of Reference", shall be submitted in the course of the assignment, and shall constitute the bases for the payments to be made under paragraph 3.

5. Performance Standard

The Consultant undertakes to perform the Services with the highest

standards of professional and ethical competence and integrity.

- | | |
|--|---|
| 6. Inspections and Auditing | The Consultant shall permit the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Department (including without limitation to a determination of ineligibility). |
| 7. Confidentiality | The Consultant shall not, during the term of this Contract and after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client. |
| 8. Ownership of Material | Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software provided there is prior written consent of the Client. |
| 9. Consultant Not to be Engaged in Certain Activities | The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project. |
| 10. Insurance | The Consultant shall be responsible for taking out any appropriate insurance coverage. |
| 11. Assignment | The Consultant shall not assign this Contract or subcontract any portion of it without the Client's prior written consent. |
| 12. Law Governing Contract and Language | The Contract shall be governed by the laws of Philippines , and the language of the Contract shall be English . |
| 13. Dispute Resolution | Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country. |
| 14. Liquidated Damages for Delay | If the Consultant fails to deliver any or all of the Services within the period(s) provided in this Contract, the Client shall, without prejudice to its other remedies under this Contract and under the |

Applicable Law, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent (1/10 of 1%) of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of ten percent (10%) of the contract price.

15. Termination

Once the maximum is reached, the Client may consider termination of this Contract.

The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.
- (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

Either party may pre-terminate this Agreement without need of cause by serving written notice to the other party at least thirty (30) days' notice prior to the intended date of pre-termination. In case of termination of this Agreement, the second party shall accomplish clearance certificate relative to money and property accountabilities.

16. Fraud and Corruption

The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework (attached as Annex-A)

IN WITNESS WHEREOF, both parties have hereunto set their hands this _____ day of _____ at Quezon City, Philippines.

FOR THE CLIENT

FOR THE CONSULTANT

WITNESSES:

Republic of the Philippines)
_____) S.S.

ACKNOWLEDGEMENT

BEFORE ME, Notary Public for _____, personally appeared this ____ day of _____, with ID No. _____ issued on _____ issued at _____ and _____ with ID No. _____ issued on _____ issued at _____, known to me to be the same persons who executed the foregoing instruments and they acknowledge to me the same is their free and voluntary act and deed as well as the free and voluntary act and deed of the entities represented.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series No. _____

Annex M. PRDP-SU Technical Consultant and Contracted Staff Contract Form

INDIVIDUAL CONSULTANCY CONTRACT

KNOW ALL BY THESE PRESENTS

This AGREEMENT made and entered into by and between:

The **DEPARTMENT OF AGRICULTURE**, an executive department with principal office at _____, represented by _____ in his official capacity as _____, Philippine Rural Development Project-Scale Up (PRDP-SU), hereinafter referred to as the “**DA**”

-and-

_____, of legal age, Filipino, and with residence at _____, hereinafter also referred to as the “**CONSULTANT**”

WITNESSETH:

WHEREAS, the **Government of the Philippines (GOP)** has received a loan from the **International Bank for Reconstruction and Development (the “Bank”)** in an amount equivalent to US \$ FIVE HUNDRED ONE MILLION TWO HUNDRED FIFTY THOUSAND ONLY (US\$501,250,000), toward the cost of the **Philippine Rural Development Project-Scale Up (hereafter “PRDP-SU” or “Project”)**, and intends to apply a portion of the proceeds of this Loan to eligible payments under this Contract. Payments by the Bank will be made only at the request of the **Department of Agriculture (DA)** and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan Agreement (IBRD Loan No. 8421 dated September 8, 2014). The Loan Agreement prohibits a 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 a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than GOP shall derive any rights from the Loan Agreement or have any claim to the proceeds of the Loan;

WHEREAS, the PRDP-SU, which is designed to support government’s efforts to reduce poverty among the rural communities in around eighty (80) provinces in the country, is being implemented by the DA specifically to increase agricultural productivity and improve the living standard of the people of the Philippines, through the building or enhancement of the capacity of **Local Government Units (LGUs)** in providing basic services, supporting the construction of basic infrastructure, and providing employment and income-earning opportunities within the country;

WHEREAS, the Project is also funded by the GOP through the DA and participating LGUs;

WHEREAS, the PRDP-SU **National Project Coordination Office (NPCO)**, which is tasked with

the overall operational and financial management of the PRDP-SU, recognizes the necessity of hiring consultants to supplement its support staff team and to strengthen its management capabilities;

WHEREAS, at this juncture, the NPCO requires a staff member who shall deliver tasks and services corresponding to the position of _____ for and under the _____;

WHEREAS, following the applicable procedures in the procurement of services of consultants through the competitive **“Selection of Individual Consultants” or “SIC”** method under the World Bank guidelines on the procurement of consultancy services, the DA advertised a “Request for Expression of Interest” (REOI) and Terms of Reference (TOR) relative to the hiring of an individual who will provide services corresponding to the position. This was done through a posting on the *PhilGEPS* website of the said REOI and TOR for at least seven days, starting on _____, with the deadline for the submission of expressions of interest and Curricula Vitae (CVs) set for _____, _____.

WHEREAS, by the time of the said deadline, it was determined that three (3) expressions of interest (through letter-applications) and corresponding CVs were duly submitted to the PRDP-SU **Special Bids and Awards Committee (SBAC)** Secretariat respectively by 3 applicants to the position of Driver/ Chauffeur;

WHEREAS, through its **Resolution No. _____, Series of _____** done on _____ (*hereto attached as Annex “A” and made an integral part hereof*), the PRDP-SU SBAC recommended (among others) the award of Consultancy Contract for the Position of Driver/ Chauffeur, Administrative Unit, PRDP-SU-NPCO (*Mode of Procurement: SIC*), and for the period commencing on October 02, 2017 or the date of execution of this Individual Consultancy Contract, whichever is later, and ending on December 31, 2017, to herein Consultant ANGELITO G. BENEDICTO, JR.. Whereas, the said Resolution was duly approved by the Undersecretary for Operations and National Project Director, PRDP-SU;

WHEREAS, in accordance with the said SBAC Resolution, the DA issued a **Notice of Award (NOA)** dated _____ (*hereto attached as Annex “B” and made an integral part hereof*) in favor of the herein Consultant specifically stating that the contract covering the services of a Driver/ Chauffeur under the Administrative Unit, PRDP-SU-NPCO under PRAS No. 0316-2017 has been awarded to the latter;

WHEREAS, the Consultant has signified acceptance and/or confirmation of the said award by appending his signature on the space under the term **“Conforme”** in the NOA on _____ ;

WHEREAS, ANGELITO G. BENEDICTO, JR., having been determined by the DA to possess the education, training, skills, expertise and experience qualifications for a Consultant expected to deliver services pertinent to the position of Driver/ Chauffeur for and under the PRDP-SU-NPCO Administrative Unit, through the prescribed screening and procurement processes, is willing to pursue his engagement by the DA and deliver services to said institution in accordance with the Terms of Reference and this Contract;

WHEREAS, the hiring of Individual Consultants pursuant to 2011 WB Guidelines for the

Selection and Employment of Consultants is no longer subject for review while submission of the WB No Objection Letter is inapplicable as per WB Letter dated ;

WHEREAS, the Chief Accountant of the DA has issued a Certification of Availability of Funds (CAF) -- based on the duly filled-out Obligation Request Status (ORS) signed by, among others, the Chief of the Budget Division of the DA -- sufficient to cover the cost of services as provided under this Consultancy Contract, with the said certification being attached hereto as **Annex "C"** and made an integral part hereof.

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto have agreed, as they hereby agree, as follows:

1. SCOPE OF WORK / SERVICES

- 2. WORKSTATION/ATTENDANCE** -- The **CONSULTANT** shall render at least 40 working hours a week and report at the **DA-PRDP-SU** offices located at , except in cases of field work as the **Consultant** may be directed to undertake by the .

3. CONSULTANCY FEE

- a. Compensation** -- The **CONSULTANT** shall receive a monthly fee of Philippine Pesos: (Php) effective on the date provided under Paragraph 11 hereof, payable every 15th and 30th of the month, subject to withholding of taxes, and chargeable against PRDP-SU funds.
- b. Reimbursable Costs** -- When conducting fieldwork, the **Consultant** is entitled to actual travel expenses, subject to existing government accounting and auditing rules and procedures, and chargeable against PRDP-SU funds.
- c. Other Costs** -- The **Consultant** is allowed to attend trainings, conventions, conferences, and like activities related to the project on official time, subject to prior approval by the National Project Director. Fees and travel expenses will be charged against the PRDP-SU funds, subject to existing government accounting and auditing rules and procedures.

- 4. CONFLICT OF INTEREST CLAUSE** -- The **CONSULTANT** commits to provide professional, objective and impartial services to the **DA-PRDP-SU-NPCO** and at all times hold the latter's interest paramount without any consideration for future assignments.

The **Consultant** shall not receive any remuneration in connection with the assignment except as provided in the Contract. He shall not engage in consulting or other activities that conflict with the interest of the **DA-PRDP-SU**. In general, the **Consultant** shall strictly avoid conflicts of interest with his prior or current assignments and affirms to be able to carry out his PRDP-SU assignments or work in the best interest of the **DA-PRDP-SU**.

The **Consultant** agrees that, during the term of this Contract and after its termination, the Consultant and any entity closely associated with him, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

5. **Fraud and Corruption** -- The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework (attached as Annex-A)
6. **GENERAL PROVISIONS** -- The parties mutually agree to perform, fulfill and abide with all of the provisions, requirements, and all matters and objects contained in or could reasonably be inferred from the terms of this Contract.

Nothing contained herein shall be construed as establishing or creating between the **DA** and the **CONSULTANT** the relationship of principal and agent, it being understood that the position of consultant and of anyone else performing the Services is that of an independent contractor.

7. **PROHIBITIONS** -- Except with the prior written approval of the **DA**, the **CONSULTANT** shall not assign or transfer this Contract or any part thereof, nor engage any independent sub-professional service provider, sub-consultant, or sub-contractor to perform any part of the Services set forth herein.

In any case, the approval of the **DA** of the assignment of any part of this Contract by the **Consultant** to an independent sub-professional service provider, sub-consultant or sub-contractor to perform the agreed Services or any part or item thereof, shall not relieve the **Consultant** of any of his obligations under this Contract.

In the event that any of such independent service provider, sub-consultant or sub-contractor was found to be incompetent in discharging his/her duties, the **DA** may request the **Consultant** to forthwith replace him/her with a consultant / sub-contractor with qualifications and experience acceptable to the **DA** for the purpose of resuming the performance of the Services required.

No member of the **DA Personnel** assigned to, or in any way involved in the performance of the obligations under this Contract shall engage, directly or indirectly, either in his/her name or through the **Consultant**, in any business or professional activity that could be in conflict with the performance of the **Consultant's** duties and assignment under this Contract.

8. **INDEMNIFICATIONS** -- **CONSULTANT** will indemnify and hold harmless the DA-PRDP-SU from any and all claims, actions and judgments arising from the performance of services subject matter of this Agreement.

The **CONSULTANT'S** liability under this Contract shall be limited to claims and/or actions for losses or damages directly caused by his failure to exercise skill and care, and shall not include liability for any action or claim for losses or damages arising from the inability of such party to perform obligations by reason of force majeure and occurrences merely incidental to such failure.

Provided, that in case of breach of this Contract, the **Consultant** shall pay liquidated damages in the amount corresponding to one-tenth of one percent (0.1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the **DA** shall rescind the Contract, without prejudice to other courses of action and remedies open to it.

The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrection, riots, epidemics, landslide, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar events or risks beyond the reasonable control of the affected party, occurred or incurred not as a product or result of the negligence of the afflicted party, and which have a materially adverse effect on the ability of such party to perform his/her obligations.

9. MISCELLANEOUS PROVISIONS

- a. **Notice of Delay** -- In the event the **CONSULTANT** anticipates delays in the delivery of required services or facilities under this Contract, he shall promptly notify the DA of the same, and may request for an appropriate extension of time for the completion of services / facilities. This provision applies to cases where there is a change in the scope of work required by the DA.
- b. **Contractual Ethics** -- The parties affirm that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal or under the Contract, have been given or received in connection with the selection process or in the contract execution.

10. TERMINATION OF CONTRACT

- a. **By the DA:** The DA may terminate this Contract should any of the following events happen and, with respect to item (1) below, if said event/s is/are determined to be continuing:
 - 1) The happening or occurrence of any condition or situation, which to any reasonable mind, could interfere or threaten to interfere with the successful implementation of the Project and/or the fulfillment of the contract's purpose;

- 2) The **Consultant's** default in the performance of or failure or refusal to perform his obligations / responsibilities under the Contract once the cumulative amount of liquidated damages incurred reaches ten percent (10%) of the contract price, as provided under Paragraph 7 hereof;
- 3) The **Consultant** is unable to obtain satisfactory or better Performance Evaluation Results upon work/performance evaluation, which shall be conducted quarterly;
- 4) If, as the result of Force Majeure, the **Consultant** is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

b. **By the CONSULTANT:**

b.1. If, by reason of any situation or of the occurrence of any event beyond the reasonable control of the **Consultant**, the performance of the obligations under this Contract is rendered or has become impossible, subject to the following procedure:

- 1) The **Consultant** shall promptly notify DA in writing of such situation or occurrence;
- 2) Upon confirmation in writing by the DA of the existence of any such situation or event, or upon failure of DA to respond to such notice within 30 days from receipt thereof, the **Consultant** shall be relieved from all liabilities on account of his failure to carry out his obligations as Consultant, and from the date of the DA's receipt of said notice (re: the infringing situation/ occurrence). The **Consultant** may thereupon terminate the Contract by giving not less than thirty (30) days prior written notice thereof.

b.2. In any other case, the **Consultant** may terminate this Contract by giving notice in writing thirty (30) days prior to the effective date of termination.

11. SETTLEMENT OF DISPUTES -- In cases of breach of contract or when conflicts or disagreement arise in the interpretation or implementation of the stipulations, terms and conditions of this agreement, the parties shall endeavor to settle the matter amicably, if possible and to the extent allowable by law.

Any dispute or difference arising out of this Contract that cannot be amicably settled between the parties shall be finally settled under Philippine laws.

12. EFFECTIVE DATE AND DURATION OF CONTRACT -- This Contract shall be effective for a period commencing on _____ or the date of its execution, whichever is late, and ending on _____.

IN WITNESS WHEREOF, the parties have hereto set their hands this _____ at _____, Philippines.

DEPARTMENT OF AGRICULTURE
By: _____

CONSULTANT
By: _____

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGEMENT

Republic of the Philippines)
Quezon City)S.S.

BEFORE ME, a Notary Public for and in Quezon City, this _____, personally appeared _____ and _____, whom I have identified through their respective competent evidence of identity that they presented to me, as follows:

COMPETENT EVIDENCE
OF IDENTITY

DATE/PLACE
OF ISSUE

The above-named persons **represented** to me that they executed the foregoing INDIVIDUAL CONSULTANCY CONTRACT, **affirmed** that their signatures thereon were respectively voluntarily affixed by them for the purposes stated in the instrument and **declared and acknowledged** that they have executed the same as their free and voluntary act and deed. With respect to _____, he acknowledged that he appended his signature as the representative of the Department of Agriculture – PRDP-SU in the foregoing instrument and **declared** that he has the authority to sign in that capacity.

This Instrument consisting of seven (7) pages, including this page on which this Acknowledgement is written, has been signed by the parties and witnesses on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and on the day above written.

NOTARY PUBLIC

Notary Public, Quezon City
Commission Serial Number: _____
Office _____ Address: _____

My Commission Expires on _____

Roll No. _____
IBP No. _____, Issued on _____, at _____
PTR No. _____, Issued on _____, at _____
Doc. No. _____
Page No. _____
Book No. _____
Series of _____

Annex N. Notice of Award (NOA)

DATE

NOTICE OF AWARD

Dear _____;

Please be informed that, upon the recommendation of the Bids and Awards Committee in its Resolution No. _____, S. _____, the Contract for the _____ covering the services of a _____ under PRAS No. _____ with particulars as provided in the table below, has been awarded to you:

Monthly Compensation	Total Contract Amount [Total Compensation for Approx.	Contract Period
---------------------------------	--	------------------------

Kindly signify your confirmation and/or acceptance of the award and its terms, as above-detailed, by affixing your signature on the space provided below and returning a signed conformed copy of this notice within two (2) days from receipt hereof.

Please give this matter your preferential attention.

Very truly yours,

CONFORME:

(Signature over Printed Name)

DATE RECEIVED

Annex O. Notice to Proceed (NTP)

DATE

NOTICE TO PROCEED

Dear _____:

In view of the execution of the attached Consultancy Contract (_____) by and between you and the Department of Agriculture – Philippine Rural Development Project-Scale Up (DA-PRDP-SU), please be directed to immediately report for work and/or commence rendering services within three (3) working days from hereof for and under the PRDP-SU-National Project Coordination Office in accordance with the terms of the said contract.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the PRDP-SU Administrative Unit.

Truly yours,

Received by: _____
(Signature over Printed Name)

Date : _____

Annex P. Template for Posting of Contract Awards

Philippine Rural Development Project-Scale Up (PRDP-SU

National project Coordination Office (NPCO)

Procurement of goods, non-consulting services and selection of consulting services

(Support to Project Implementation)

Contract Awards for the 1st Quarter of CY 2018

Name of Contract/ General Description	Advertisement/ Posting Date	Name of Participating Suppliers/ Bidders	Awarded Supplier/ Service Provider/ Consultant	Estimated Cost/ Value	Contract/ Awarded Amount	Procurement/ Selection Method
GOODS (CAPITAL OUTLAY)						
IT Equipment						
Office Equipment						
Furniture and Fixtures						
Transportation Equipment/ Motor Vehicle						
GOODS & NON-CONSULTING SERVICES (Miscellaneous and Other Operating Expense)						
CONSULTING SERVICES						

PRDP-SU TECHNICAL CONSULTANT AND CONTRACTED STAFF						

Prepared by:
Procurement Officer

Reviewed by:
Procurement Unit Head

Approved by:
Project Director/ Deputy Project Director

Annex Q. Checklist for payment of Goods and Non-consulting Services

Philippine Rural Development Project-Scale Up (PRDP-SU-SU)

Procurement of goods, non-consulting services and selection of consulting services
(Support to Project Implementation)

Checklist for payment of goods and non-consulting services

Documentary Requirements	Document Origin	Remarks
Disbursement Voucher (DV)	End-user	
Inspection and Acceptance Report/ Certificate of Services Rendered	End-user	As applicable
Delivery Receipt(s)/ Sales Invoice/ Statement of Account/ Billing Statement	Supplier	
Purchase Order/ Work Order/ Contract	Procurement Unit	
Obligation Request	End-user	
BAC Resolution recommending award of contract	BAC Secretariat	
TWG Evaluation Report	TWG	
Abstract of Bids	BAC Secretariat	
Bidders' Quotations/ Proposals	Supplier	
PhilGEPS Posting of RFQ	BAC Secretariat	As applicable
Request for Quotations (RFQ)/ Invitation to Quote (ITQ)	BAC Secretariat	
Procurement Request Action Slip (PRAS)	End-user	
Such other documents attached to the contract and/or to the mode of procurement and considered necessary for claims of payment: <ul style="list-style-type: none">- Activity Proposal- Authority to conduct- Terms of Reference (TOR)- Distribution List- Others	End-user	As applicable

Annex R. Checklist for payment of Consulting Services

Philippine Rural Development Project-Scale Up (PRDP-SU)

Procurement of goods, non-consulting services and selection of consulting services
(Support to Project Implementation)

Checklist for payment of consulting services

Documentary Requirements	Document Origin	Remarks
Disbursement Voucher (DV)	End-user	
Certificate of Services Rendered/ Acceptance	End-user	As applicable
Request for Payment/ Billing Statement	Consultant	
Output/ Accomplishment Report	Consultant	
Notice to Proceed	Procurement Unit	
Contract	Procurement Unit	
Obligation Request and Certificate of Availability of Funds	End-user	
Notice of Award (NOA)	Procurement Unit	
BAC Resolution recommending award of contract	BAC Secretariat	
World Bank No Objection Letter (NOL)	World Bank	As applicable
Notices of Invitation(s)	BAC	As applicable
Minutes of Meetings and Contract Negotiation	BAC Secretariat	As applicable
TWG Evaluation Report (Technical and Financial)	TWG	
Bidders' Proposals (Technical and Financial)	Consultants	As applicable
Request for Proposal (RFP)	BAC Secretariat	As applicable
Matrix of Expression of Interest	BAC Secretariat	
Bidders' Expression of Interest (EOI)	Consultants	As applicable
PhilGEPS Posting of REOI	BAC Secretariat	As applicable
Request for Expression of Interest (REOI)	BAC Secretariat	As applicable
Procurement Request Action Slip (PRAS)	End-user	
Terms of Reference (TOR)		
Such other documents attached to the contract and/or to the mode of procurement and considered necessary for claims of payment: <ul style="list-style-type: none">- Evaluation Criteria- Authority to Hire- Others	End-user	As applicable

