**HARMONISED**

**SIMPLIFIED STANDARD FORM OF CONTRACT**

**Consultant’s Services**

Lump-Sum/Time-Based

Table of Contents

[Preface 1](#_Toc25141166)

[I. Form of Contract 1](#_Toc25141167)

[II. General Conditions of Contract 3](#_Toc25141168)

[1. Definitions 3](#_Toc25141169)

[2. Eligibility 3](#_Toc25141170)

[3. Prohibited Practices and Other Integrity Related Matters 4](#_Toc25141171)

[4. Commissions and Fees Disclosure 4](#_Toc25141172)

[5. Force Majeure 4](#_Toc25141173)

[6. Suspension 5](#_Toc25141174)

[7. Termination 5](#_Toc25141175)

[8. Obligations of the Consultant 6](#_Toc25141176)

[9. Confidentiality 7](#_Toc25141177)

[10. Insurance to be taken out by the Consultant 7](#_Toc25141178)

[11. Accounting, Inspection and Auditing 7](#_Toc25141179)

[12. Reporting Obligations 8](#_Toc25141180)

[13. Proprietary Rights of the Client in Reports and Records 8](#_Toc25141181)

[14. Description of Key Experts 8](#_Toc25141182)

[15. Replacement of Key Experts 8](#_Toc25141183)

[16. Removal of Experts or Sub-consultants 8](#_Toc25141184)

[17. Client’s Payment Obligation 9](#_Toc25141185)

[18. Mode of Billing and Payment 9](#_Toc25141186)

[19. Amicable Settlement of Disputes 9](#_Toc25141187)

[20. Dispute Resolution 9](#_Toc25141188)

[Attachment 1: Prohibited Practices and Other Integrity Related Matters 10](#_Toc25141189)

[Attachment 2: Eligibility 13](#_Toc25141190)

[APPENDIX A – TERMS OF REFERENCE 14](#_Toc25141191)

[APPENDIX B - KEY EXPERTS AND CVS 15](#_Toc25141192)

[APPENDIX C – BREAKDOWN OF CONTRACT PRICE 16](#_Toc25141193)

[MODEL FORM I 18](#_Toc25141194)

[FORM OF ADVANCE PAYMENTS GUARANTEE 19](#_Toc25141195)

[APPENDIX D - CODE OF CONDUCT (ESHS) 21](#_Toc25141196)

# Preface

1. The simplified standard Contract form consists of three parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 (Prohibited Practices and Other Integrity Related Matters); and the Appendices.
2. The General Conditions of Contract shall not be modified.
3. If the user has questions regarding the use of this Contract, the appropriate Bank official should be consulted.

To obtain further information on procurement under CDB-financed projects, contact:

Procurement Policy Unit

Caribbean Development Bank

P.O. Box 408

Wildey, St. Michael

Barbados

 Email: procurement@caribank.org

 Website: [www.caribank.org](http://www.caribank.org)

**Contract for Consultant’s Services**

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

**Financing Agreement No.:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**between**

***[Name of the Client]***

**and**

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

**Dated:**

# Form of Contract

***(Note to Client: Text in brackets [ ] is optional; all notes should be deleted in the final text)***

This CONTRACT (the “Contract”) is made the ***[number]*** day of the month of ***[month]***, ***[year]***, between, on the one hand, ***[name of Client or Recipient]*** (the “Client”) and, on the other hand, ***[name of Consultant****[[1]](#footnote-1)****]*** for the provision of ***[include title of the consulting assignment/services]*** (the “Services”) described in the Terms of Reference in the Appendix A.

WHEREAS, the Client has accepted the Consultant’s proposal for the performance of the Services, and the Consultant is capable and willing to perform said Services.

THE CLIENT AND THE CONSULTANT (the “Parties”) AGREE AS FOLLOWS:

1. This Contract, its meaning, interpretation and the relation between the Parties shall be governed by the applicable law of ***[insert country name****[[2]](#footnote-2)****]****.*
2. The Contract is signed and executed in ***[insert the language]*** language, and all communications, notices and modifications related to this Contract shall be made in writing and in the same language.
3. The applicable Bank procurement policy and procedures are ***[insert Procurement Policy for Projects Financed by CDB (November 2019) and Procurement Procedures for Projects Financed by CDB (November 2019 or January 2021) as applicable]***
4. The total Contract price is ***[insert amount and the currency]*** and is ***[indicate: inclusive or exclusive]*** of local indirect taxes. The Contract price breakdown is provided in Appendix C.
5. The expected date for the commencement of the Services is ***[insert date, month and year]*** at ***[insert location]***. The time period shall be ***[insert time period, e.g.: twelve months]***.
6. The Client designates ***[insert the name and title]***as Client’s Coordinator and the Consultant designates ***[insert the name and title]*** as its representative for the purpose of coordination of activities under this Contract.
7. Any dispute, controversy or claim that cannot be amicably settled between the parties and arising out of, or relating to this Contract or the breach, termination or invalidity thereof, shall be finally settled by ***[dispute resolution in accordance with the applicable law]*** or ***[arbitration in accordance with the {insert applicable arbitration rules, e.g., UNCITRAL, ICC, national rules governing arbitration] as in force and effect on the date of this Contract}[[3]](#footnote-3)].***
8. The following documents form an integral part of this Contract:
9. The General Conditions of Contract(including Attachment 1 “Prohibited Practices and Other Integrity Related Mattersand Attachment 2 “Eligibility”)

(b) Appendices:

Appendix A: Terms of Reference and Reporting Requirements

Appendix B: Key Experts (including CVs)

Appendix C: Breakdown of Contract Price

Appendix D: Code of Conduct (Environmental, Social and Health and Safety)

***[Note to Client: Appendix D to be included for supervision of relevant civil works contracts]***

SIGNED:

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

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

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

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

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

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

***[Name of the lead member]***

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

***{Add signature blocks for each member if all are signing}***

# General Conditions of Contract

|  |  |
| --- | --- |
| Definitions  | * 1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
1. “Applicable Procurement Framework” means the Bank procurement policy and procedures specified in Section I*.*
2. “Bank” means the Caribbean Development Bank (CDB) and the terms “CDB” and “the Bank” are used interchangeably.
3. “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture (JV) member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
4. 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.
5. “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.
6. “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.
 |
| Eligibility  | * 1. It is the Consultant’s responsibility to ensure that it (including JVs and their individual members) meets the eligibility requirements detailed in the applicable Procurement Framework and Attachment 2*.*
	2. The Consultant shall not use the proceeds of the Contract to purchase goods or services necessary to perform the assignment where:

(a) as a matter of law or official regulations, the Recipient’s country prohibits commercial relations with the country from which the goods or services originate; or 1. 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 Recipient’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country; or
2. the provider of goods or services is subject to CDB sanctions for engaging in Prohibited Practices and thus shall be ineligible to be awarded a CDB-financed contract, or to benefit from a CDB-financed contract, financially or otherwise, during such period of time as CDB shall determine, in accordance with GCC 3.1.
 |
| Prohibited Practices and Other Integrity Related Matters | * 1. The Bank requires compliance with the provisions related to Prohibited Practices and Other Integrity Related Matters as set forth in **Attachment 1**.
 |
| Commissions and Fees Disclosure | * 1. 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.
 |
| Force Majeure |  |
| * 1. Definition
 | * 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.
1. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
 |
| b. No Breach of Contract | 1. 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 | 1. 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 minimise the consequences of any event of Force Majeure.
2. 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.
3. 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.
4. 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:
	* 1. demobilise, 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
		2. 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.
 |
| Suspension | * 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 seven (7) calendar days after receipt by the Consultant of such notice of suspension
 |
| Termination | 1. This Contract may be terminated by either Party as per provisions set out below.
 |
| a. By the Client | 1. The Client may terminate this Contract with at least fourteen (14) calendar days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:
2. if the Consultant does not remedy a failure in the performance of its obligations under the Contract after being notified by the Client in writing by specifying the nature of the failure and requesting to remedy it within at least ten (10) calendar days after the receipt of the Client’s notice;
3. if the Consultant becomes insolvent or bankrupt;
4. if the Consultant, in the judgment of the Client, has engaged in Prohibited Practices and Other Integrity Related Matters as defined in **Attachment 1** in competing for or in performing the Contract; and
5. if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
 |
| b. By the Consultant | 1. The Consultant shall promptly notify the Client in writing of any situation or any event beyond the reasonable control of the Consultant, which makes it impossible for the Consultant to carry out its obligations under the Contract.
2. Upon written confirmation by the Client or upon failure of the Client to respond to such notice within 14 (fourteen) calendar days of receipt thereof, the Consultant shall be relieved from all liability and may thereupon terminate the Contract by giving no less than fourteen (14) calendar days written notice of termination.
 |
| Obligations of the Consultant |  |
| a. Standard of Performance | 1. The Consultant shall carry out the Services with due diligence and efficiency, and shall exercise such reasonable skill and care in the performance of the Services as is consistent with sound professional practice.
2. The Consultant shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum, consistent with sound professional practice.
 |
| b. Compliance  | The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that all of its key and non-key Experts and other personnel involved in the delivery of the Services, and Sub-consultants and their personnel, comply with the Applicable Law and any Code of Conduct that applies to the Contract. |
| c. Conflicts of Interest | 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.
 |
|  | 1. 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.
 |
|  | 1. 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.
2. 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.
 |
| Confidentiality | 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
 |
| Insurance to be taken out by the Consultant | 1. The Consultant shall take out and maintain at its own cost adequate professional liability insurance as well as adequate insurance against third party liability and loss of or damage to equipment purchased in whole or in part with funds provided by the Client. The Consultant shall ensure that such insurance is in place prior to commencing the Services.
2. The Client undertakes no responsibility in respect of any life, health, accident, travel or other insurance which may be necessary or desirable for the Consultant, Expert(s), Sub-consultants, or specialists associated with the Consultant for purpose of the Services, nor for any dependent of any such person.
3. The Client reserves the right to require original evidence that the Consultant has taken out the necessary insurance.
 |
| Accounting, Inspection and Auditing | 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.
 |
|  | 1. The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank.
 |
| Reporting Obligations | 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 said Appendix.
 |
| Proprietary Rights of the Client in Reports and Records | 1. All reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client unless otherwise agreed by the Client in writing. 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.
 |
| Description of Key Experts | 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.**
 |
| Replacement of Key Experts | 1. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
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.
 |
| Removal of Experts or Sub-consultants | 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 act, or if the Client determines that a Consultant’s Expert or Sub-consultant has engaged in corrupt, fraudulent, collusive, coercive practice or failed to conform with any Code of Conduct that forms parts of the Contract while performing the Services, the Consultant shall, at the Client’s written request, provide a replacement.
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 therefor, may request the Consultant to provide a replacement.
3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
	1. The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.
 |
| Client’s Payment Obligation  | 17.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the services specified in **Appendix A** and in such manner as described in **Appendix C**. |
| Mode of Billing and Payment | 1. The payments under this Contract shall be made in accordance with the payments provisions in **Appendix C**.
2. Payments do not constitute acceptance of the whole Services nor relieve the Consultant of its obligations.
 |
| Amicable Settlement of Disputes | 19.1 The Parties shall seek to resolve any dispute amicably by mutual consultation. 19.2 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 seven (7) calendar days after receipt. If that Party fails to respond within seven (7) calendar days, or the dispute cannot be amicably settled within seven (7) calendar days following the response of that Party, Clause “Dispute Resolution” below shall apply.  |
| Dispute Resolution | 20.1 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 applicable adjudication/arbitration. |

#

# Attachment 1: Prohibited Practices and Other Integrity Related Matters

***[“Notes to the Client”: the text in this Attachment 1 shall not be modified apart from in accordance with the advice accompanying 1 (b) (iii).]***

1. CDBhas a Strategic Framework for Integrity, Compliance and Accountability that articulates CDB’s adherence to the highest standards of integrity, ethics and accountability with zero tolerance for fraud, corruption money laundering, terrorist financing and similarly corrosive conduct. CDB requires that recipients, as well as bidders, Proposers, firms, suppliers, service providers, contractors, sub-contractors, Consultants, sub-consultants, project promoters, sponsors, beneficiaries of CDB-financing and parties bound by special provisions pursuant to CDB financed contracts, as well as their respective officers, employees and agents, observe the highest standard of integrity during the procurement and/or the execution of CDB-financed contracts and refrain from integrity violations, particularly Prohibited Practices (as defined below). In pursuance of this requirement, CDB:
2. defines, for the purposes of this provision, Prohibited Practices as follows:
3. **“corrupt practice”** is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the action of another party;
4. **“fraudulent practice”** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
5. **“collusive practice”** is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
6. **“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; and
7. **“obstructive practice”** is:
8. deliberately destroying, falsifying, altering, or concealing of evidence related to an investigation or making false statements or false allegation to CDB in order to impede a CDB investigation into allegations of an integrity violation particularly Prohibited Practices; and/or threatening, harassing, or intimidating any party to delay or prevent it from sharing evidence or disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
9. acts which impede the exercise of CDB’s access, inspection and audit rights provided for under Paragraph 1. (f) below.
10. will not provide relevant no-objections and will reject a proposal for award if it determines that the Bidder or Proposer:

(i) has directly or through an agent, engaged in any Prohibited Practice in competing for the contract in question;

(ii) is subject to a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, in accordance with Paragraph 4.04 (ii) of the Procurement Procedures for Projects Financed by CDB; or

(iii) is suspended or debarred by CDB for engaging in Prohibited Practices ***[Note to client: if procurement is subject to Procurement Procedures for Projects Financed by CDB (January 2021), inset the following text]*** or against whom an MDB Debarment or MDB Cross-Debarment has been imposed, in accordance with Paragraph 4.04 (iii) of the Procurement Procedures for Projects Financed by CDB. ***[Note to client: if procurement is subject to Procurement Procedures for Projects Financed by CDB (January 2021), inset the following text]*** Notwithstanding the above, CDB may in its sole discretion, following a formal request from the Recipient, provide a no-objection to a Shortlist, prequalification list or recommendation for award that includes a sanctioned Bidder(s) or Proposer(s) against whom an MDB Debarment or MDB Cross-Debarment has been imposed if so warranted by the circumstances and having regard for the integrity and other risks to CDB;

1. may temporarily suspend an individual or entity from: (a) receiving a payment in respect of a CDB-financed project, to the extent contractually permissible, where to make the payment could result in harm to CDB; or (b) participating in or being awarded a contract for a project financed by CDB;
2. will usually impose such sanctions as applicable including to cancel all or a portion of the CDB Financing allocated to a contract if it determines at any time that representatives of the Recipient or the Recipient engaged in Prohibited Practices during the procurement or the execution of that contract, without the Recipient having taken timely and appropriate action satisfactory to CDB to remedy the situation;
3. may maintain on its website or other publicly accessible platforms a list of Firms and individuals sanctioned by CDB; and
4. requires Bidders, Proposers, Firms, Suppliers, service providers, Contractors, sub-contractors, Consultants, sub-consultants, suppliers, project promoters, sponsors, beneficiaries of CDB financing and parties bound by special provisions pursuant to CDB financed contracts, as well as their respective officers, employees and agents to: (i) cooperate promptly, fully and in good faith with any audit or investigation conducted by CDB to determine whether any wrongdoing or integrity violation, specifically a Prohibited Practice has occurred, (ii) respond promptly and in reasonable detail to any notice from CDB, (iii) furnish documentary support for such response upon CDB’s request; (iv) make available to CDB for interviews their employees and agents to respond to questions from any investigator, agent, auditor or consultant designated by the CDB to conduct an investigation; and (v) provide access to, inspect and make copies of their accounts and records and other documents relating to the Bid/Proposal submission, contract performance and to have them audited by auditors appointed by CDB and/or subjected to investigation by CDB’s Office of Integrity, Compliance and Accountability.

# Attachment 2: Eligibility

In relation to consultancy services from firms and organisations, a Consultant, including each member of a joint venture, to be eligible shall:

1. be legally incorporated or otherwise organised in, and have their principal place of business in an Eligible Country;
2. be more than fifty (50) percent beneficially-owned by a citizen or citizens and/or a bona fide resident or residents of an Eligible Country, or by a body corporate or bodies meeting these requirements, as far as the ownership can be reasonably determined; and
3. have no arrangement and undertake not to make any arrangement whereby the majority of the financial benefits of the contract, i.e., more than fifty (50) percent of the value of the contract, will accrue or be paid to sub-contractors or sub-consultants that are not from an Eligible Country.

Eligible countries are CDB member countries and other countries listed below:

**Other Countries**:

***[If only CDB member countries are eligible, place “Not Applicable” beside other countries].***

**APPENDICES**

# APPENDIX A – TERMS OF REFERENCE

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

***Insert the text based on the Section 7 (Terms of Reference) of the RFP as modified based on the technical Forms of the Consultant’s Proposal. Highlight the changes to Section 7 of the RFP]***

# APPENDIX B - KEY EXPERTS AND CVS

***[Insert a table based on Form TECH-6 of the Consultant’s Technical Proposal and finalised 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[[4]](#footnote-4)

**(Includes Advance Payment Guarantee Form)**

1. **REMUNERATION (EXPERTS’ RATES/FEES)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Position/Job Title** | **Name** | **Expert Rate (per month/day/hour) in Currency** | **Time Input (number of months/days/hours)** | **Total** **(Amount and Currency)** |
| K-1 |  |  |  | **Home** | **Field** |  |
| K-2 |  |  |  |  |  |  |
| ….. |  |  |  |  |  |  |
| N-1 |  |  |  |  |  |  |
| N-1 |  |  |  |  |  |  |
|  |  | **(1A) Sub-Total for Remuneration/Fees:****(1B) Indirect Local Taxes on Remuneration:*****{Attach calculations, reference to the law, and indicate who is responsible for payment of taxes – Client or Consultant}*** |  |
|  |  |  |
|  |  |  |

*(a) “K-..” refers to “Key Expert”; “N-…” refers to Non-Key Expert.*

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

1. **REIMBURSABLE EXPENSES**

**{Table below in an incomplete list of examples. Insert what is relevant to the assignment}**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Description** | **Unit (of measure)** | **Cost per Unit Rate** | **Number of Units** | **Total** |
| *{Travel}* | *{“trip”/”airfare”}* | *{insert amount and currency}* | *{insert number of trips/flights}* | *{insert amount and currency}* |
| *{Transportation to/from Airport}* | *{“trip”}* | *{insert amount and currency}* | *{insert number of trips}* | *{insert amount and currency}* |
| *{Hotel Accommodation}* | *{“nights”}* | *{insert amount and currency}* | *{insert number}* | *{insert amount and currency}* |
| *{Local transportation in Client’s Country}* | *{“amount”/”allowance per week/month”/etc.}* | *{insert amount and currency}* | *{insert number}* | *{insert amount and currency}* |
| *{Per Diem Allowance}* |  |  |  |  |

*(a) Air Travel is Full Economy Class or Equivalent.*

1. **TOTAL CONTRACT AMOUNT - TIME BASED CONTRACT**

|  |  |  |
| --- | --- | --- |
| **Contract Ceiling Amount** | **Currency** | **Amount** |
|  | **(1A) Total Remuneration/Fees** |  |  |
|  | **(2) Total Reimbursable Expenses** |  |  |
|  |  |  |  |
|  | **(1B) Indirect Local Taxes paid by** *{insert “Client” OR “Consultant”}* |  |  |

**OR**

1. **TOTAL CONTRACT AMOUNT - LUMP SUM CONTRACT**

|  |  |  |
| --- | --- | --- |
| **(3A) Schedule of Payments for Deliverables: *[insert detailed list of payments specifying amount of each instalment, deliverable/output for which the installment is paid and currency]:*** | **Currency** | **Amount** |
| **1.**  | ***1st Payment for [Deliverable 1: ……………..]*** |  |  |
| **2.**  | ***2****nd* ***Payment for [Deliverable 2 ……………...]*** |  |  |
|  |  |  |  |
|  |  |  |  |
| **n.** | **(3B) Indirect Local Taxes paid by *{insert “Client” OR “Consultant”}*** |  |  |

**OPTIONAL FORMS:**

# MODEL FORM I

***BREAKDOWN OF AGREED FIXED RATES IN CONSULTANT’S CONTRACT***

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

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

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Experts** | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** |
| *Name* | *Position* | *Basic Remuneration Rate per Working Month/Day/Year* | *Social Charges1* | *Overhead1* | *Sub-Total* | *Profit2* | *Away from Home Office Allowance* | *Agreed Fixed Rate per Working Month/Day/Hour* | *Agreed Fixed Rate per Working Month/Day/Hour1* |
| *Home Office* |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| *Work in the 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:*

# FORM OF ADVANCE PAYMENTS GUARANTEE

*{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]***[[5]](#footnote-5)1 upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s 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. has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
2. has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number \_\_\_\_\_\_\_\_\_\_\_ 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]*,**[[6]](#footnote-6)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 italicised text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.*

# APPENDIX D - CODE OF CONDUCT (ESHS)

***[Note to Client: to be included for supervision of relevant civil works contracts]***

1. / [***Note****:* If the Consultant consists of more than one entity, the above should be partially amended to read as follows: “…(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]* (the “Consultant”).] [↑](#footnote-ref-1)
2. / Bank-financed contracts normally designate the law of the *[Client’s/Recipient’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.] [↑](#footnote-ref-2)
3. / If contracts are anticipated with foreign consultants, the Bank requires that international commercial arbitration in a neutral venue is used. [↑](#footnote-ref-3)
4. / When used for **Lump Sum Assignments**, information in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount and applicable taxes. This Form shall not be used as a basis for payments under Lump-Sum Contracts. [↑](#footnote-ref-4)
5. 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. [↑](#footnote-ref-5)
6. 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.” [↑](#footnote-ref-6)