

HARMONIZED SIMPLIFIED STANDARD FORM OF CONTRACT

Consultant's Services

This harmonized simplified form of contract has been prepared through the joint efforts of the Multilateral Development Banks (MDBs), namely: the Asian Development Bank (ADB), African Development Bank (AfDB); Black Sea Trade and Development Bank (BSTDB), Caribbean Development Bank (CDB), Council of Europe Development Bank (CEB), European Bank for Reconstruction and Development (EBRD), Inter-American Development Bank (IDB), Islamic Development Bank (IsDB), and International Bank for Reconstruction and Development (IBRD or World Bank).

This document is a sample form of contract intended to be used as a model by the participating MDBs for issuing its own standard simplified form of contract for the use in MDBs-financed contracts with consulting firms. The text shown in *Italics* corresponds to specific clauses that each MDB will replace with provisions consistent with its respective policy.



Caribbean Development Bank

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Preface

1. This standard form of contract for Consulting Services has been prepared by Caribbean Development Bank (the Bank) for use by its Recipients of Caribbean Development Bank's financing (Recipients) and their *[implementing/executing]* agencies when they hire a consulting firm for provision of services under the Bank-financed assignments. It is an adaptation of the harmonized simplified form of contract which has been prepared through the joint efforts of the Multilateral Development Banks (MDBs), namely: the Asian Development Bank (ADB), African Development Bank (AfDB), Black Sea Trade and Development Bank (BSTDB), Caribbean Development Bank (CDB), Council of Europe Development Bank (CEB), European Bank for Reconstruction and Development (EBRD), Inter-American Development Bank (IDB), Islamic Development Bank (IsDB), and International Bank for Reconstruction and Development (IBRD or World Bank).
2. This document is intended to be used as a model for the participating MDBs to issue its own standard simplified form of contract for the use in MDBs-financed contracts with consulting firms.
3. This standard form of contract is designed to be used as a basis for the *[implementing/executing agencies/Clients]* to prepare either a lump sum or a time-base contract for a specific consulting assignment.
4. This standard form of contract can be used as a substitute to the complex time-based or lump-sum contract included in the Standard Request for Proposals for assignments with consulting firms costing US\$150,000 or less (or its equivalent). The form is not suitable for time-based assignments longer than 18 months duration as it does not include a price adjustment provision.
5. It is expected that this form of contract is used for lump-sum assignments when definition of the tasks to be performed is clear and unambiguous, when the commercial risk taken by the Consultant is relatively low, and when, therefore, the Consultant is prepared to perform the assignment for an agreed, predetermined lump-sum price. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs/deliverables, for example reports. A major advantage of a lump-sum contract is the simplicity of its administration, the Client having only to be satisfied with the outputs without monitoring the inputs of Consultant's experts. Studies are usually carried out on a lump-sum basis: for example, surveys, master plans, economic, sector, simple feasibility and engineering studies.
6. In the case of time-based assignments, this form of contract is used when Consultant is paid on the basis of the time actually spent in carrying out the services. Advisory

services or engineering supervision are normally done under time-based arrangements. This type of contract requires the Client to closely supervise the Consultant's performance and billing for actual time. This form of contract is not appropriate for the assignments of long duration as it does not include price adjustment provisions.

7. The standard Contract form consists of two parts:
 - (i) the Form of Contract to be signed by the Client and the Consultant, including Attachment 1 (Bank's Policy – Corrupt and Fraudulent Practices) and Attachment 2 (Eligibility); and
 - (ii) the Appendices.
8. Those wishing to submit comments or questions on this document, or obtain additional information on procurement under Bank-financed projects, are encouraged to contact:

Procurement Officer
Procurement Policy Unit
Caribbean Development Bank
Wilkey, St. Michael
Barbados
Tel. No. (246) 431-1600
Email: procurement@caribank.org

CONTRACT FOR CONSULTANT'S SERVICES

Project Name _____

Loan/Grant No. _____

Assignment Title of Consulting Services _____

Contract No. _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

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 or Beneficiary]* (the “Client”) and, on the other hand, *[name of Consultant¹]* 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 name²]*.
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 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.
4. 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]*.
5. 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.

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”).]

² Bank-financed contracts normally designate the law of the *[Borrower’s/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.]

6. 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]*.
7. The following documents form an integral part of this Contract:
- (a) The General Conditions of Contract (including Attachment 1 “Bank Policy – Corrupt and Fraudulent Practices and 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

SIGNED:

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

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

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

{add signature blocks for each member if all are signing}

II.

General Conditions of Contract

1. Definitions

1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
 - (a) “Applicable Guidelines” means *Guidelines for the Selection and Engagement of Consultants by Recipients of CDB Financing (October 2011)*.
 - (b) “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.
 - (c) “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.
 - (d) “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.
 - (e) “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.

2. Eligibility

1. 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 throughout the implementation of this Contract as established by the Caribbean Development Bank under the Financing Agreement for this assignment and as detailed in Attachment 2.
2. 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 Recipient'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 Recipient's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

3. Corrupt and Fraudulent Practices

1. The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1**.

4. Commissions and Fees Disclosure

- 4.1 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.

5. Force Majeure

- a. Definition** 5.1 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.
- 5.2 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- b. No Breach of Contract** 5.3 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 5.4 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.

5.5 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.

5.6 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.

5.7 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.

6. Suspension

6.1 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

7. Termination

7.1 This Contract may be terminated by either Party as per provisions set out below.

- a. By the Client** 7.2 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:
- (a) 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;
 - (b) If the Consultant becomes insolvent or bankrupt;
 - (c) If the Consultant, in the judgment of the Client, has engaged in corrupt and fraudulent practices as defined in **Attachment 1** 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.

- b. By the Consultant** 7.3 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.

7.4 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.

8. Obligations of the Consultant

- a. Standard of Performance** 8.1 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.

8.2 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 8.3 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 Experts and Sub-consultants, comply with the Applicable Law.

c. Conflicts of Interest 8.4. 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.

8.5 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.

8.6 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.

8.7 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.

9. Confidentiality 9.1 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

10. Insurance to be taken out by the Consultant

10.1 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.

10.2 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.

10.3 The Client reserves the right to require original evidence that the Consultant has taken out the necessary insurance.

11. Accounting, Inspection and Auditing

11.1 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.

11.2 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.

12. Reporting Obligations

12.1 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.

**13. Proprietary
Rights of the
Client in Reports
and Records**

13.1 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.

**14. Description of
Key Experts**

14.1 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**.

**15. Replacement of
Key Experts**

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

15.2 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.

16. Removal of Experts or Sub-consultants

16.1 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 while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

16.2 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.

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

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

17. 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**.

18. Mode of Billing and Payment

18.1 The payments under this Contract shall be made in accordance with the payments provisions in **Appendix C**.

18.2 Payments do not constitute acceptance of the whole Services nor relieve the Consultant of its obligations.

19. 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.

**20. 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: Bank's Policy – Corrupt and Fraudulent Practices

{“Notes to the Client”: the text in this Attachment 1 shall not be modified}

1. It is CDB's policy to require that Recipients (including beneficiaries of the Financing), as well as bidders, suppliers (including suppliers of consulting services), and contractors under CDB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, CDB:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) “collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Recipient, designed to establish bid prices at artificial, non-competitive levels; and
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
- (c) will normally cancel the portion of the Financing allocated to a contract if it determines at any time that representatives of the Recipient or of a beneficiary of the Financing engaged in corrupt, fraudulent, collusive, or coercive 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;
- (d) will sanction a body corporate or individual, including declaring the body corporate or individual ineligible, either indefinitely or for a stated period of time, to be awarded a CDB-financed contract if it at any time determines that the body corporate or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a CDB-financed contract; and

- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by the Financing, requiring bidders, suppliers and contractors to permit CDB to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by CDB.

2. With the specific agreement of CDB, a Recipient may introduce, into the RFP for contracts financed by CDB, a requirement that the consultant include in the proposal an undertaking by the consultant to observe, in competing for and executing a contract, the country's laws against fraud and corruption (including bribery), as listed in the RFP[footnote: As an example, such an undertaking might read as follows: "We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will observe the laws against fraud and corruption in force in the country of the Client, as such laws have been listed by the Client in the RFP for this contract."]. CDB will accept the introduction of such a requirement at the request of the Recipient's country, provided the arrangements governing such undertaking are satisfactory to CDB.

Attachment 2: Eligibility

1. Financing Eligibility

The Client has received [or has applied for] a [loan/grant] from the Caribbean Development Bank: toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/grant] to eligible payments under this Contract, it being understood that:

- (a) payments by the Bank will be made only at the request of the Client and upon approval by the Bank;
- (b) such payments will be subject, in all respects, to the terms and conditions of the [loan/grant] agreement, including prohibitions of withdrawal from the [loan/grant] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and
- (c) no party other than the Client shall derive any rights from the [loan/grant] agreement or have any claim to the [loan/grant] proceeds.

2. Eligible Countries

In relation to consultancy services, a Consultant, each member of a joint venture or consortium and any sub-contracted Consultant, shall be eligible for procurement if:

- (a) in the case of a body corporate, it is legally incorporated or otherwise organized in an eligible country, has its principal place of business in an eligible country and is more than 50% beneficially owned by a citizen or citizens and/or bona fide resident or residents of an eligible country or countries or by a body or bodies corporate meeting these requirements;
- (b) in the case of individuals and unincorporated firms, the person or persons is or are a citizen or citizens or bona fide resident or residents of an eligible country; and
- (c) in all cases, the Consultant has no arrangement and undertakes not to make any arrangements whereby any substantial part of the net profits or other tangible benefits of the contract will accrue or be paid to a person not a citizen or bona fide resident of 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 AND REPORTING REQUIREMENTS

1. Background*[insert text]*.....

2. Objective(s) of the Assignment*[insert text]*

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

3.1 *[insert detailed description or provide a summary here and attached a detailed description at the end]*.....

3.2 *[indicate if downstream work is required]*.....

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

4. Team Composition and Qualification Requirements for the Key Experts

[insert the list of experts with name and titles and describe qualification requirements for each]

5. Reporting Requirements and Time Schedule for Deliverables

[At a minimum, list the following:

(a) language, 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 “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, Counterpart Personnel and Location of Services

- (a) Consultant shall provide Services at the following location(s):
.....
- (b) Services, facilities and property to be made available to the Consultant by the Client:
.....*[list/specify or state "none"]*
- (c) Ensure that the Consultant has access to wherever it is required for the performance of the Services at the location(s) mentioned above.
- (d) Professional and support counterpart personnel to be assigned by the Client to the Consultant's team:*[list/specify]*
- (e) The authorized representative of the Client during the implementation of this Contract is:*[insert name, job title and contact information]*

APPENDIX B - KEY EXPERTS AND CVs

TEAM COMPOSITION, ASSIGNMENT AND INPUTS

No	Name	Expert's Input in each Deliverable or Task (D-....)										Total Time-input (indicate: in Months or in Days)			
		Position	D-1	D-2	D-3	D-...					Home	Field	Total	
KEY EXPERTS															
K-1	{e.g., Mr. Abbbb}	[Team Leader]													
K-2															
K-3															
n															
											Subtotal				
NON-KEY EXPERTS															
N-1															
N-2															
n															
											Subtotal				
											Total				

- 1 For Lump Sum assignments insert "X" to mark which Key Expert or Non-Key Expert is involved in each Deliverable or Task. For Time-Based assignments, insert input in days or month.
- 2 Months are counted from the start of the assignment/mobilization. For Time-Based assignments: 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, at Client’s request.

Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.

Attach the CVs (updated and signed by the respective Key Experts) following standard form below

CURRICULUM VITAE (CV)

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

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, type of employment (*full time, part time, contractual*), 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. Bbbbbb, Deputy Minister]		

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant’s Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
<i>{List all deliverables/tasks in which the Expert will be involved}</i>	

Expert’s Contact Information: (E-mail _____, Phone _____)

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

- (i) *This CV correctly describes my qualifications and experience.*
- (ii) *I am not employed by the Executing or the Implementing Agency.*
- (iii) *In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in this proposal, provided team mobilization takes place within the validity of this proposal.*
- (iv) *I was not part of the team who wrote the terms of reference for this consulting services assignment.*
- (v) *I am not currently debarred by a multilateral development bank.*
- (vi) *I certify that I have been informed by the firm that it is including my CV in the Proposal for the {name of project and contract}. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.*

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____

[Signature of expert]³ Day/Month/Year

³ This CV can be signed by a senior representative of the Consultant provided that if the Consultant’s proposal is ranked first, a copy of the CV signed by the expert and/or specialist must be submitted to the Client prior to the commencement of contract negotiations.

APPENDIX C – BREAKDOWN OF CONTRACT PRICE⁴
(INCLUDES ADVANCE PAYMENT GUARANTEE FORM)

(1) REMUNERATION (EXPERTS’ RATES/FEES)

N o.	Position/Job Title	Name	Expert Rate (per month/ day/hour) in Currency	Time Input (number of months/days/ hours)		Total (Amount and Currency)
				Home	Field	
K- 1						
K- 2						
...						
N- 1						
N- 1						
		(1A) Sub-Total for Remuneration/Fees:				
		(1B) Indirect Local Taxes on Remuneration:				
		<i>{Attach calculations, reference to the law, and indicate who is responsible for payment of taxes – Client or Consultant}</i>				

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

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

(2) 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
<i>{Travel}</i>	<i>{“trip”/“airfare”}</i>	<i>{insert amount and currency}</i>	<i>{insert number of trips/flights}</i>	<i>{insert amount and currency}</i>

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.

<i>{Transportation to/from Airport}</i>	<i>{“trip”}</i>	<i>{insert amount and currency}</i>	<i>{insert number of trips}</i>	<i>{insert amount and currency}</i>
<i>{Hotel Accommodation}</i>	<i>{“nights”}</i>	<i>{insert amount and currency}</i>	<i>{insert number}</i>	<i>{insert amount and currency}</i>
<i>{Local transportation in Client’s Country}</i>	<i>{“amount”/“allowance per week/month”/ etc}</i>	<i>{insert amount and currency}</i>	<i>{insert number}</i>	<i>{insert amount and currency}</i>
<i>{Per Diem Allowance}</i>				

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

(3) 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

(3) TOTAL CONTRACT AMOUNT - LUMP SUM CONTRACT

(3A) Schedule of Payments for Deliverables: [insert detailed list of payments specifying amount of each installment, deliverable/output for which the installment is paid and currency:	Currency	Amount
1. 1st Payment for [Deliverable 1:]		
2. 2nd Payment for [Deliverable 2]		

Appendices
Simplified Form of Contract

n.	(3B) Indirect Local Taxes paid by <i>{insert "Client"</i> <i>OR "Consultant"}</i>		
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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
<i>Name</i>	<i>Position</i>	<i>Basic Remuneration Rate per Working Month/Day/Year</i>	<i>Social Charges¹</i>	<i>Overhead¹</i>	<i>Sub-Total</i>	<i>Profit²</i>	<i>Away from Home Office Allowance</i>	<i>Agreed Fixed Rate per Working Month/Day/Hour</i>	<i>Agreed Fixed Rate per Working Month/Day/Hour¹</i>
<i>Home Office</i>									
<i>Work in the Client's Country</i>									

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]*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:

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

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

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.

_____ [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."