



ODISHA PVTG EMPOWERMENT & LIVELIHOODS IMPROVEMENT PROGRAMME (OPELIP)

PROGRAMME MANAGEMENT UNIT (PMU)

ST & SC DEVELOPMENT DEPARTMENT

2nd floor, TDCC Building, Rupali Square, Bhubaneswar - 751022



OPELIP, a programme of ST & SC Development Department, Govt. of Odisha supported by IFAD intends to engage CA Firm /LLP for “**audit**” in OPELIP. The procurement method is Quality and cost based selection.

REQUEST FOR PROPOSALS (RFP) is invited from CA Firm /LLP for “**audit for the FY 2016-17 & 2017-18**” in OPELIP. Interested CA Firm/ LLP s may download further details from www.opelip.org . RFP with required documents as attachments shall be sent through speed post/ registered post/hand only in a closed envelope super-scribed as “**audit for the FY 2016-17 & 2017-18**” in OPELIP to the Office of the PMU, OPELIP, 2nd Floor, TDCC Building, Bhoi Nagar, Rupali Square, Bhubaneswar-751022. The last date of receipt of application is 19.09.2018 up to 03.00PM. The Programme Director reserves the right to accept or reject any or all bids without assigning any reason thereof.

Date:21.08.2017

Place: **Bhubaneswar**

Sd/-

Programme Director

**STANDARD PROCUREMENT
DOCUMENT**

**Request for Proposal
Consulting Services**

Standard Procurement Document

SUMMARY

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Request for Proposals (RFP) Letter

This Section is a template of a letter for a Request for Proposals from PMU, OPELIP addressed to a shortlisted consulting firm inviting it to submit a proposal for a consulting assignment. The RFP letter includes a list of all shortlisted firms to whom similar letters of invitation are sent, and a reference to the selection method and applicable Procurement Regulations or policies of the financing institution that govern the selection and award process.

Section 2: Instructions to Consultants and Data Sheet

This Section consists of two parts: “Instructions to Consultants” and “Data Sheet”. “Instructions to Consultants” contains provisions that are to be used without modifications. “Data Sheet” contains information specific to each selection and corresponds to the clauses in “Instructions to Consultants” that call for selection-specific information to be added. This Section provides information to help shortlisted consultants prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract. Information in the Data Sheet indicates whether a Full Technical Proposal (FTP) or a Simplified Technical Proposal (STP) shall be used.

Section 3: Technical Proposal – Standard Forms

This Section includes the forms for FTP and STP that are to be completed by the shortlisted consultants and submitted in accordance with the requirements of Section 2.

Section 4: Financial Proposal – Standard Forms

This Section includes the financial forms that are to be completed by the shortlisted consultants, including the consultant’s costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2.

Section 6: Fraud and Corruption

This section includes the fraud and corruption provisions which apply to this selection process.

Section 7: Terms of Reference (TORs)

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts; and lists the expected deliverables. This Section shall not be used to over-write provisions in Section 2.

PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 8: Standard Forms of Contract

This Section includes two types of standard contract forms for large or complex assignments: a Time-Based Contract and a Lump-Sum Contract. Each type includes General Conditions of Contract (“GCC”) that shall not be modified, and Special Conditions of Contract (“SCC”). The SCC include clauses specific to each contract to supplement the General Conditions.

Each standard form of contract incorporates “Fraud and Corruption” (Section 6 of Part I) in a form of Attachment 1.

SELECTION OF CONSULTANTS

Request for Proposal Consulting Services

Procurement of:

*[Chartered Firm/LLP for Audit of OPELIP for the
FY 2016-17 & 2017-18]*

RFP No: *SL No.08*

Consulting Services for: *[Audit of OPELIP for the FY 2016-17 & 2017-18]*

Programme: *[Odisha PVTG Empowerment & Livelihoods Improvement
Programme (OPELIP)]*

Country: *[The Republic of India]*

Issued on: *[21.08.2018]*

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PART I

Section 1. Request for Proposal Letter Consulting Services

Name of Assignment: Audit of OPELIP for the FY 2016-17 & 2017-18

RFP Reference No.: *[as per the Procurement Plan] Sl No.08*

[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. ProgrammeProgrammeProgrammeThe Odisha PVTG Empowerment & Livelihoods Improvement Programme (OPELIP) under the aegis of ST & SC Development Department, Govt.of Odisha operational in 17 Micro projects agencies (MPA) of 12 districts.
2. The PMU, OPELIP invites proposals from experienced Chartered Accountant Firms /LLP for audit ,FY 2016-17 & 2017-18 : *[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 Quality and Cost Based Selection procedures and in a *[insert proposal format: Full Technical Proposal (FTP) or Simplified Technical Proposal (STP)]*format as described in this RFP.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 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 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,

[Odisha PVTG Empowerment & Livelihoods Improvement Programme (OPELIP)]

[Programme Director]

[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]

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 Guidelines of PMU.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in PMU, India.
- (d) PMU “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the PMU under the Contract.
- (e) “Contract” means a legally binding written agreement signed between the PMU, OPELIP and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (f) “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.
- (g) “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 Programme. It excludes the Govt. holidays.
- (h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (i) “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 PMU) with proof of receipt;
- (j) “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 PMU for the performance of the Contract.

- (k) “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.
- (l) “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.
- (m) “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.
- (n) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (o) “RFP” means the Request for Proposals to be prepared by PMU, OPELIP for the selection of Consultants, based on the SPD - RFP.
- (p) “SPD - RFP” means the Standard Procurement Document -Request for Proposals, which must be used by the PMU as the basis for the preparation of the RFP.
- (q) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (r) “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 PMU and the Consultant, and expected results and deliverables of the assignment.
- (s) “PMU, OPELIP” means Programme Management Unit, Odisha PVTG Empowerment & Livelihoods

Improvements Programme.

2. Introduction

- 2.1 The Programme 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.
- 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 PMU, OPELIP 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 PMU'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 PMU any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Programme. Failure to disclose such situations may lead to the disqualification of the Consultant.

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 PMU to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified. 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 Assignments**
- (ii) Conflict among consulting assignments: a Consultant (including its Experts) 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 PMU other than this Programme .
- c. Conflicting Relationships**
- (iii) Relationship with the PMU 's staff: a Consultant that has a close business or family relationship with a professional staff of the PMU 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 PMU.
- 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 PMU 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 PMU requires compliance as per Programme guidelines.
- 5.2 In further pursuance of this policy, Consultants shall permit and shall cause its agents (where declared or not), and their personnel, to permit the Programme to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by the PMU.
- 6. Eligibility**
- 6.1 The PMU permits consultants (individuals and firms, including Joint Ventures and their individual members) from India only.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not) and/or their employees meet the eligibility requirements as per the PMU

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 PMU, pursuant to the OPELIP guidelines.

b. Prohibitions

6.3.2 Firms and individuals of a country other than India are ineligible.:

c. Restrictions for State-Owned Enterprises

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

d. Restrictions for Public Employees

6.3.4 Government officials and civil servants of the 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 PMU.

e. Borrower Debarment

6.3.5 A firm that is under a sanction of debarment by the PMU from being awarded a contract is eligible to participate in this procurement, unless the PMU, 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.

B. 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 PMU shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. PMU is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- 9. Language**
- 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the PMU, 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 PMU 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.
- 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.
- a. Extension of Validity Period**
- 12.4 The PMU will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the PMU 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 PMU 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 PMU, such Proposal will be rejected .

- c. Sub-Contracting** 12.9 The Consultant shall not subcontract the whole of the Services.
- 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 PMU's address indicated in the **Data Sheet**. The PMU 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 PMU 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 PMU 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 PMU 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 PMU prior to the submission of the Proposal. When associating with non-shortlisted firms in

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

14.1.2 The PMU may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the PMU'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 in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

16. Financial

16.1 The Financial Proposal shall be prepared using the

- Proposal** 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 PMU'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.

C. 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 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 PMU and bear the submission address, RFP reference number, the name of the assignment, the Consultant's name and the address, and shall be clearly marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheet]".
- 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the PMU 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

PMU no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the PMU 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 PMU 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 PMU 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 PMU 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 PMU'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 PMU or any matter related to the selection process, it shall do so only in writing.

19. Opening of Technical Proposals

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

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 PMU 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 PMU will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1 The PMU’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 PMU’s 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 the PMU 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 PMU 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.

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 PMU'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 PMU as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on

the Programme'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.

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 PMU'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 Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the PMU'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 PMU's evaluation of the Consultant's Financial

Proposal shall exclude taxes and duties in the 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.

27.3 The PMU 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 PMU 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 PMU shall prepare minutes of negotiations that are signed by PMU, OPELIP and the Consultant's authorized representative.

- a. 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 PMU 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 PMU's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
- c. Financial Negotiations**
- 28.6 The negotiations include the clarification of the Consultant's tax liability in the 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 PMU may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with appropriate authority. 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 PMU and the Consultant's authorized representative.
- 29.2 If the negotiations fail, PMU 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, PMU shall terminate the negotiations informing the Consultant of the reasons for doing so. The PMU will invite the next-ranked Consultant to negotiate a Contract. Once the Programme commences negotiations with the next-ranked Consultant, the PMU 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 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 PMU 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 PMU 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 PMU shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the PMU;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (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 there for; 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 OPELIP's website with free access if available, or in at least one newspaper of national circulation in the Country,.

33. Debriefing by the PMU

33.1 On receipt of the PMU'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 PMU for a debriefing. The PMU 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 PMU shall provide a debriefing within five (5) Business Days, unless the PMU 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 PMU 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 PMU later than the three (3)-Business Day deadline, the PMU 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.

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

E. Data Sheet

[“Notes to PMU” 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 |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.1 | <p>Name of the Programme: Programme Management Unit(PMU), Odisha PVTG Empowerment & Livelihoods Improvement Programme (OPELIP),ST & SC Development Department</p> <p>Method of selection: <u>Quality and Cost Based Selection</u> as per the Applicable Regulations.</p> |
| 2.2 | <p>Financial Proposal to be submitted together with Technical Proposal: Yes ___√ No ___</p> <p>The name of the assignment is: <u>Audit of the Programme for the financial year 2016-17 & 2017-18</u></p> |
| 2.3 | <p>A pre-proposal conference will be held: Yes ___ or No √</p> |

2.4 **The PMU will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:** The auditor will be given access to all legal documents, correspondence, and other information in connection with the project as deemed necessary for audit

B. Preparation of Proposals

9.1 **This RFP has been issued in the English language.**
Proposals shall be submitted in English language.
All correspondence exchange shall be in English language.

- 10.1 The Proposal shall comprise the following:**
- For SIMPLIFIED TECHNICAL PROPOSAL (STP):**
- 1st Inner Envelope with the Technical Proposal:**
- (1) TECH-1
 - (2) TECH-2A& 2B
 - (3) TECH-5
 - (4) TECH-6
- AND
- 2nd Inner Envelope with the Financial Proposal (if applicable):**
- (1) FIN-1
 - (2) FIN-2
 - (3) FIN-3
- 10.2 Statement of Undertaking is required**
Yes _____, or No _____
[If Yes, make sure to include paragraph (e) in Form TECH-1]
- 11.1 Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible**
Yes _____ or No _____
- 12.1 Proposals must remain valid for 90 days after the proposal submission deadline.**
- 13.1 Clarifications may be requested no later than 10 days prior to the submission deadline.**
The contact information for requesting clarifications is: : Programme Director, PMU, OPELIP, 2nd Floor, TDCCOL Building, Bhoi, Nagar, Bhubaneswar-751022 _____
Facsimile(+91) 674-2541772 E-mail: support@opelip.org
- 14.1.1 Shortlisted Consultants may associate with**
(a) non-shortlisted consultant(s): Yes _____ or No _____
Or

(b) other shortlisted Consultants: Yes _____ or No _____

14.1.2 *Not Applicable*

(do not use
for Fixed
Budget
method)

14.1.3 *“Not applicable”.*

**14.1.4 and
27.2** **Not applicable**

use for
Fixed
Budget
method

15.2 The format of the Technical Proposal to be submitted is:

FTP _____ or STP _____ *[check the applicable format].*

Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.

16.1 *[A sample list is provided below for guidance. Items that are not applicable should be deleted, others may be added. If the PMU wants to set up maximum ceilings for unit rates of certain type of expenses, such ceilings should be indicated in the FIN forms.*

(1) *a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;*

(2) *cost of travel by the most appropriate means of transport and the most direct practicable route;*

Cost of necessary travel, fooding and lodging etc. of the Personnel subject to maximum limit of Rs. 3,000/- per Micro Project Agencies;

16.2 **A price adjustment provision applies to remuneration rates:**

No

16.3 [If PMU, has obtained a tax exemption applicable to the Contract, insert **“The PMU has obtained an exemption for the Consultant from payment of _____ [insert the tax description. E.g., VAT, or local indirect**

| | |
|-----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <p><i>taxes, etc.] in the country as per [insert reference to the applicable official source that issued an exemption].</i></p> <p><i>[If there is no tax exemption in the country, insert the following:</i></p> <p>“Information on the Consultant’s tax obligations in the country can be found [insert reference to the appropriate official source].“</p> |
| 16.4 | <p>The Financial Proposal shall be stated in the following currencies:</p> <p>Indian Rupees only</p> |
| <p>C. Submission, Opening and Evaluation</p> | |
| 17.1 | <p>The Consultants “shall not” have the option of submitting their Proposals electronically.</p> |
| 17.4 | <p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and one(1) 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: <u> 19.09.2018 </u></p> <p>Time: <u> 3 PM </u></p> <hr/> <p><i>[The proposals shall contain on the outer sealed envelope warning marking [“Do not open till xx hrs on dd/mm/yy]”</i></p> <p>The Proposal submission address is Programme Management Unit (PMU), Odisha PVTG Empowerment & Livelihoods Improvement Programme (OPELIP), 2nd Floor, TDCCOL Building, Bhoi Nagar, Rupali Square, Bhubaneswar-751022</p> |
| 19.2 | <p>In addition, the following information will be read aloud at the opening of the Technical Proposals</p> <p><i>“N/A”</i></p> |
| 21.1 (for FTP) | <p><i>NA</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) Specific experience to the assignment and work plan in responding to the Terms of Reference:</p> <p style="text-align: right;">Total points for criterion (i): [20]</p> <p>(ii) Key Experts' qualifications and competence for the Assignment: <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) Position K-1: [Audit Manager] [35 points]</p> <p>b) Position K-2: [Audit Team Leader] [15 points]</p> <p>c) Position K-3:[Senior Audit Asst.] [15 points]</p> <p>d) Position K-4 :[Junior Audit Asst.] [15 points]</p> <p style="text-align: right;">Total points for criterion (ii): [80]</p> <p>Total points for the two criteria: 100</p> <p>The minimum technical score (St) required to pass is: 75 [Seventy five point]</p> |
| <p>Public Opening of Financial Proposals</p> | |
| <p>23.5</p> | <p>Following the completion of the evaluation of the Technical Proposals, the PMU will notify all Consultants of the location, date and time of the public opening of Financial Proposals.</p> |
| <p>25.1</p> | <p>For the purpose of the evaluation, the PMU will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, GST, 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 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</p> |

| | |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | withheld and paid by the PMU on behalf of the Consultant. |
| 26.1 | The single currency for all prices expressed in the financial proposal is Indian Rupees. |
| 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 x 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 IFAD]</i></p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 80%__ [Insert weight], and</p> <p>P = 20%__ [Insert weight]</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** **Expected date and address for contract negotiations:**
Date: 01.10.2018
Address: PMU,OPELIP, 2ndFloor,TDCCOL Building, Bhoi Nagar,
Bhubaneswar-751022
- 30.1** NA
- Standstill
Period**
- 32.2** **The publication of the contract award information will be done as follows: *OPELIP website***

34.2

Expected date for the commencement of the Services:

Date:10.10.2018 *[insert month and year]* **at:** Bhubaneswar and other locations in Micro Project Agencies *[insert location]*

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 STP ✓ | FORM | DESCRIPTION | <i>Page Limit</i> |
|--------------------------|---------|--------------------------------------------------------------------------|-------------------|
| | STP | | |
| ✓ | TECH-1 | Technical Proposal Submission Form. | |
| ✓ | TECH-2A | A. Consultant's Organization | |
| ✓ | TECH-2B | B. Consultant's Experience | |
| ✓ | 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.

FORM TECH-1
TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of PMU]*

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. “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope”

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 PMU.
- (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.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the PMU’s policy in regard to Fraud and Corruption as per ITC 5.
- (e) We, 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 PMU Further, we are not ineligible under the country laws.
- (f) 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.
- (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 PMU is not bound to accept any Proposal that it receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

FORM TECH-2A (FOR SIMPLIFIED 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.

A - Consultant's Company/Firm Profile:

- Organizational:** *Provide a brief description of the background and organization of your firm/entity. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc.*

| Brief Data Sheet of CA Firm for Audit | | |
|----------------------------------------------|-------------------------------------------------------------------------------------------|------------------------------------|
| Sl. No. | Particulars | To be filled up by CA firms |
| 1 | Name of Firm | |
| 2 | CAG Empanelment Number (Please attach Empanelment Certificate as per instructions) | |
| 3 | CAG Empanelment Year | |
| 4 | Registration No. & Date: (Please attach Registration Certificate) | |
| 5 | Year of incorporation | |
| 6 | Total number of years of Experience from the incorporation of the Firm. | |

- Financial:** *Provide previous three financial years turn over and net worth of the firm on the basis of the audited accounts of the previous three financial years as follows.*

| Particulars | Amount in Lakh (INR) |
|-------------------------|-----------------------------|
| Turnover 2013-14 | |
| Turnover 2014-15 | |
| Turnover 2015-16 | |
| Average Turnover | |

2. Key Staff Profile

a) Total number of full time chartered accountants (partners with the firm)

| Sl. No. | Name of Chartered Accountant (Partner) | Education | Total years of experience |
|----------------|---------------------------------------------------|------------------|--------------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

b) Total number of paid chartered accountants with the firm

| Sl. No. | Name and position | Education | Total years of experience |
|----------------|--------------------------|------------------|--------------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

c) Total number of Senior Audit Assistant with the firm

| Sl. No. | Name and position | Education | Total years of experience |
|----------------|--------------------------|------------------|--------------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

d) Total number of Junior Audit Assistant with the firm

| Sl. No. | Name and position | Education | Total years of experience |
|----------------|--------------------------|------------------|--------------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |

**FORM TECH-3
NOT APPLICABLE**

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

NOT APPLICABLE

FORM TECH-5 (FOR FTP AND STP)
WORK SCHEDULE AND PLANNING FOR DELIVERABLES

| N° | Deliverables | Weeks | | | | | | | | | | | TOTAL | |
|------------|-------------------------------------|-------|---|---|---|---|---|---|---|---|-------|---|-------|--|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | | n | | |
| 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 PMU} | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| D-2 | {e.g., Deliverable #2:.....} | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

FORM TECH-6(FOR FTP AND STP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

| N° | Name | Expert's input (in person/days) per each Deliverable (listed in TECH-5) | | | | | | | | | | Total time-input (in days) | | | |
|------------------------|------|-------------------------------------------------------------------------|---------|-----|--|-----|--|-----|-------|-------|-----------------|----------------------------|------|-------|-------|
| | | Position | | D-1 | | D-2 | | D-3 | | D-... | | | Home | Field | Total |
| KEY EXPERTS | | | | | | | | | | | | | | | |
| K-1 | | | [Home] | | | | | | | | | | | | |
| | | | [Field] | | | | | | | | | | | | |
| K-2 | | | | | | | | | | | | | | | |
| K-3 | | | | | | | | | | | | | | | |
| K-4 | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | Subtotal | | | | |
| NON-KEY EXPERTS | | | | | | | | | | | | | | | |
| N-1 | | | [Home] | | | | | | | | | | | | |
| | | | [Field] | | | | | | | | | | | | |
| N-2 | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| n | | | | | | | | | | | | | | | |
| | | | | | | | | | | | Subtotal | | | | |
| | | | | | | | | | | | Total | | | | |

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

- 2 Days 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 PMU’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, Audit Manager} |
| 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 programmes 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 |
|---------------|-------------------------------------------------------------------------------------------|----------------|-------------------------------------------------------------------|
| | | | |
| | | | |
| | | | |

Membership in Professional Associations and Publications:

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

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 Reimbursable expenses

Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To: [Name and address of PMU]

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 sum of [Insert amount(s) in words and figures¹]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.14 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

¹ Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

² If applicable, replace this paragraph with: “No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution.”

Form FIN-2: Summary of Costs

| Item | Costs | | | |
|------------------------------------------------|-------|--|--|--------------------------------------|
| | | | | <i>[Indicate Local Currency]</i> |
| Total Costs of Financial Proposal ¹ | | | | |

- 1 Indicate the total costs, net of local taxes, to be paid by the PMU in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

N.B -Cost of necessary travel, fooding and lodging etc. of the Personnel subject to maximum limit of Rs. 3,000/- per Micro Project Agencies;

Form FIN-3: Breakdown of Costs by Activity¹

| | | | | |
|--------------------------------------------------------------|----------------------------------------------|---------------------|-------------|-------------------------|
| Group of Activities (Phase):² _____ | Description:³ _____ | | | |
| Cost component | Costs [Indicate Local Currency] | | | |
| | No. of experts | Unit cost (per day) | No. of days | Total professional fees |
| Remuneration (Audit Manager) | | | | |
| Remuneration (Expert 1) | | | | |
| Remuneration (Expert 2) | | | | |
| Remuneration (Expert 3) | | | | |
| Remuneration (Non-Key staff) | | | | |
| Reimbursable Expenses | | | | |
| Subtotals | _____ | | _____ | |

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Internal Auditor shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.

Form FIN-5: Breakdown of Reimbursable Expenses (Lump-Sum)

(This Form FIN-5 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Internal Auditor for possible additional services requested by the PMU)

| N° | Description ¹ | Unit | Number | Unit Cost ² |
|----|-----------------------------------------|----------|--------|------------------------|
| — | Per diem allowances | Day | | |
| — | travel expenses | — Trip — | | |
| — | Printing, software, rental of equipment | _____ | | |
| — | Others | _____ | | |
| — | Total | _____ | | |

- 1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 2 Indicate unit cost and currency.

Section VI - PMU Policy – Corrupt and Fraudulent Practices

(Section VI shall not be modified)

1.1 PMU’s Guidelines and this annex apply with respect to procurement under OPELIP.

2.1 It is PMU’s policy to require that Govt. Of Odisha (GoO) (including beneficiaries of programme), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement process, selection and execution of programme and refrain from Fraud and Corruption. [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or Agreement execution for undue advantage is improper.]

2.2 In pursuance of this policy, the PMU:

(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 party¹;
- (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 obligation²;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party³;
- (iv) “coercive practices” 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 party⁴;

¹ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or Agreement execution. In this context “public official” includes PMU staff and employees of other organizations taking or reviewing selection decisions.

² For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or Agreement execution; and the “act or omission” is intended to influence the selection process or Agreement execution.

³ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

⁴For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or Agreement execution.

- (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 an PMU 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 PMU’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the Agreement in question;
- (c)
- (d) Pursuant to PMU Policy and Guidelines and in accordance with programmes prevailing sanctions policies and procedures, may sanction a firm or an individual at any time, either indefinitely or for a stated period of time.
- (e) requires that a clause be included in bidding/request for proposals documents and in contracts financed by PMU, requiring (i) bidders, consultants, contractors and supplies agents personnel, permit the PMU to inspect⁵ all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by the PMU.

⁵Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by PMU or persons appointed by IFAD 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

TERMS OF REFERENCE FOR THE FINANCIAL AUDIT AND FACTUAL FINDINGS OF Odisha PVTG Empowerment & Livelihoods Improvement Programme

1. Background

Odisha PVTG Empowerment & Livelihoods Improvement Programme(OPELIP) is an external aided programme implemented under the aegis of ST&SC development Deptt. Govt. Of Odisha, operational in 17 Micro Project Agencies(MPAs), 20 blocks of 12 districts. The reporting entity is Programme Management Unit, OPELIP.

The entity prepares its financial statements in accordance with [applicable accounting standard].

The auditor conducts its audit in terms of [applicable auditing standard] *and as per requirement specified.*

[Insert any other information that may be relevant to the auditor].

2. Objective

The objective of this audit is to enable the auditor to express an opinion on whether the financial statements (including additional disclosures as outlined in section 5) present fairly, in all material respects, the financial position of the reporting entity as at [FY 2016-17 & 2017-18], and/or the results of its operations and its cash flows for the years then ended, in conformity with the [applicable accounting standards].

3. Project background

The Odisha PVTG Empowerment and Livelihoods Improvement Programme (OPELIP) goal is to achieve enhanced living conditions and reduced poverty of the PVTGs and other poor communities. This is sought to be achieved through realizing the development objective of enabling improved livelihoods and food and nutrition security primarily for a total of 62,356 households (comprising 32,090 PVTGs, 13,970 other Scheduled Tribe (ST) households, 5,486 Scheduled Caste(SC) households and 10,810 others) would directly benefit from the programme. The Ministry of Tribal Affairs (MoTA) at the National level is the nodal agency for this programme and the Scheduled Tribes and Scheduled Castes Development Department (STSCDD), Government of Odisha at the state level will be the Lead Programme Agency responsible for the functions relating to planning, funds flow, monitoring and evaluation, gender mainstreaming and knowledge management through a dedicated Project Management Unit. A programme steering committee under the chairmanship of Chief Secretary,GoO will provide overall policy guidance to the Programme.

The Government of Odisha with the learning from the implementation of Odisha Tribal Empowerment and Livelihoods Programme (OTELP) in 30 backward blocks of 7 districts in south west Odisha lead to a decision to scale up OTELP to the most challenging areas of Odisha-the Particularly Vulnerable Tribal Groups (PVTG) areas in 17 MPAs in 12 Districts under OPELIP. This programme is funded from the state budget and by dovetailing funds from mainstream developmental programmes like MGNREGA, IAY, NHM, SCA to TSP, Article 275, CCD etc. and IFAD Loan Project. The project will have 8 years project cycle. The programme will adopt the institutional setup as well as implementation modalities of present externally aided OTELP, ensuring community participation in project planning, execution, monitoring and review.

The OPELIP approach relies on building the capacity of the target households, securing them their entitlements over land and forest, improving their agricultural practices for enhanced production, promoting income-generating micro-enterprises for alternate livelihoods and ensuring access to education, health and other services and improving community infrastructure. The implementation will be on the basis of inclusive approach and this would mean that all communities and households residing within selected villages will form the target groups but special emphasis will be given to the development of PVTGs.

The project has 4 main components as follows:

Component 1: Community Empowerment: This component will have two sub-components: (i) promotion of village development associations for the planning and execution of need-based activities of the community that cover natural resources management, community-based paralegal services, community-based health, hygiene and nutrition education and community infrastructure; and (ii) promotion of SHGs and rural finance services to enable social development of the SHG members through facilitating group savings and credit and through building their capacity.

Component 2: Natural Resources Management and Livelihoods Enhancement: This component will have three sub-components: (i) NRM, (ii) Food and nutrition security and (iii) livelihoods improvement. This component will also have facilities for vocational training for the PVTG youth and promoting PVTG culture and values. As a critical first step under this component, the OPELIP will facilitate identification and assignment of eligible revenue lands to the landless for homestead and agriculture under relevant Government laws and settlement of individual rights under Forest Rights Act (FRA). Land titles will be issued in the joint names husband and wife. To implement this activity, the programme will engage the services of a specialist NGO, with the experience to train the FNGOs and MPAs in the implementation of this activity.

Component 3: Community Infrastructure and drudgery reduction: Interventions under this component will include inter alia: building critical social infrastructure such as schools, health clinics, child-care centres (that are not included under any of the mainstream infrastructure development programmes), storage structures along with drying yards, threshing floors, provision of weighing scales, household storage bins for promoting value-addition and fair trade in villages, small market yards and aggregation centres, facilities for

food and NTFP processing units including small rice hullers, upgrading village link roads, rural water supply, supply of smokeless wood-stoves and support to operations and maintenance of village fuel-wood reserves.

Component 4: Programme Management: This component will have three sub-components as follows: (i) a Programme Management Unit (PMU) within the ST and SC Development Department, Government of Odisha in Bhubaneswar, (ii) the programme will strengthen the 17 existing MPAs with staff and facilities; and (iii) a Programme Monitoring and Evaluation and Knowledge Management unit to be housed within the PMU. The policy initiatives aspects of the programme will be part of PMU responsibilities. The PMU recruited Facilitating NGOs to implement the project at community level, in each of the 17 MPA.

The project area covers the 17 Micro-Project Agencies as described in the table below:

| Micro-Project Agency | No of villages | Total Population | Of which PVTGs (in %) |
|-------------------------------|----------------|------------------|-----------------------|
| PBDA, Jamardihi, Anugul | 43 | 16624 | 57.41 |
| PBDA, Rugudapadar, Baragarh | 94 | 43847 | 54.82 |
| LSDA, Serongo, Gajapati | 34 | 13981 | 100 |
| SDA, Chandragiri, Gajapati | 121 | 39515 | 99.49 |
| TDA, Tumbo, Ganjam | 110 | 15479 | 60.69 |
| KKDA, Lanjigarh, Kalahandi | 62 | 18739 | 16.40 |
| KKDA, Belgarh, Kandhamal | 63 | 11365 | 55.71 |
| JDA, Gonasika, Keonjhar | 57 | 25920 | 34.89 |
| BDA, Mudulipada, Malkangiri | 62 | 17448 | 44.89 |
| DDA, Kudumulgumma, Malkangiri | 73 | 19467 | 100 |
| HKMDA, Jashipur, Mayurbhanj | 156 | 61734 | 3.89 |
| LDA, Morada., Mayurbhanj | 105 | 51190 | 6.91 |
| CBDA, Sunabeda, Nuapada | 31 | 10173 | 23.61 |
| DKDA, Chatikona, Rayagada | 124 | 30651 | 22.07 |
| DKDA, Parsali, Rayagada | 48 | 8450 | 11.32 |
| LSDA, Puttasing, Rayagada | 8 | 5170 | 100 |
| PBDA, Khuntagaon, Sundergarh | 52 | 23285 | 18.92 |

The above list is prepared as per the Programme Design Completion Report (PDCR) but during implementation there may be slightly variation in village and population as per detailed baseline survey being conducted.

A total of 62,356 households (comprising 32,090 PVTGs, 13,970 other Scheduled Tribe (ST) households, 5,486 SC households and 10,810 others) would directly benefit from the programme.

Audit and Reporting of Units (Approx.):-

| S. No. | Nature of Job | F. Y. 2016-17 | F. Y. 2017-18 |
|--------|---------------|---------------|---------------|
|--------|---------------|---------------|---------------|

| | | | |
|---|---------------------------------------|----|---------|
| 1 | Consolidation of Financial Statements | 01 | 01 |
| 2 | Audit of Units i.e. PMU & MPAs | 01 | 01 & 17 |

For the period of Statutory Audit of the Book of Accounts is F.Y. 2016-17. The OPELIP has received fund from its financiers about Rs.10 Crore during the F.Y. 2016-17 and the expenditure for the F.Y. 2016-17 was Rs. 0.59 Crore (Approx.).

For the period of Statutory Audit of the Book of Accounts is F.Y. 2017-18. The OPELIP has received fund from its financiers about Rs.50 Crore during the F.Y. 2017-18 and the expenditure for the F.Y. 2017-18 was Rs. 20.69 Crore (Approx.).

KEY PERSONNEL

The list of key personnel's required for this assignments;

| Sr. No | Key Professionals | Description of Services to be provided | Experience | No. of persons |
|--------|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1 | Audit Manager | Overall coordination, & planning, team leadership, reporting, liaison with PMU | Qualified Chartered Accountant with at least 7 years experience as a partner with expertise in the area of external audit | 1 |
| 2 | Audit Team Leader | Responsibility to lead the audit teams in the field, planning and execution of the audits, discussion with heads of offices, consolidation/compilation | Qualified Chartered Accountants with at least 5 years experience in external audit with ability to lead and team and interact with senior level govt officials | 1 |
| 3 | Senior Audit Asst. (Minimum three Persons Required) | Vouching and verification of PMU and DPMT, IAs books of accounts | CA (Inter) with 3 years of experience in Accounting, audit and report writing. | 3 |

4. Responsibilities of the Lead Project Agency

i. General

- Provide financial statements for the activities financed by the loan that are reconcilable to its records and accounts.
- Provide the auditor with access to all legal documents and correspondence with consultants, contractors and other persons or firms engaged by the project, and any other information associated with the project and deemed necessary by the auditor.
- Ensure that the accounting policies are consistently applied and disclosed.

- Ensure that appropriate internal controls are implemented to prevent misstatements and susceptibility to fraud.
- Ensure compliance with all relevant laws and regulations that pertain to the entity.
- Provide the financial statements to the auditor within a reasonable time and be available for any queries that the auditor may have.

ii. Financial statements

The LPA shall:

- Prepare financial statements covering the reporting period 2016-17 & 1ST April 2017 to 31st March 2018 in accordance with [IPSAS/IPSAS “Financial Reporting under the Cash Basis of Accounting” standards]. In addition, the following specific disclosures will be included in the financial statements:
- Withdrawal application statement– as per the PMU guideline appendix 1
Sources and uses of funds statement – as per PMU guideline appendix 2;

4. Responsibilities of the auditor

i. Auditing standards

- The auditor is responsible for the formulation of an opinion on the financial statements in accordance with [ISA/ISSAI/national auditing standards];

ii. General principles

By agreeing to these terms, the auditor confirms that:

- The firm is independent from the project, its staff and activities, in accordance with international best practices.
- The firm is not providing consultancy services to the project or preparing its project financial statements (nor has it done so in the previous two years).
- The auditor is suitably qualified and a member of a professional body affiliated with the International Federation of Accountants.
- The auditor is able to conduct the audit in line with auditing standards acceptable to IFAD, pursuant to paragraph 4.1.
- The firm can assign an audit team to the audit that has the necessary competence and skills.
- The firm has a proven track record in conducting audits of a similar nature and complexity.

iii. Management letter

- The management letter is an integral part of the audit package that documents accounting and internal control issues identified by the auditors. The management letter should:
- Outline the auditor’s recommendations to improve identified accounting and internal control issues;

- Include the responses of project management to the identified control issues, and its proposal to address the issues identified within a specific time period.
- Where applicable, follow up on the issues identified in the previous year's management letter.

iv. Reporting

The Auditor is required to deliver an audit package that includes:

- The audited financial statements, including additional disclosures as outlined in paragraph 3.2;
- An audit opinion on the financial statements, within the scope as outlined in paragraph 5;
- [A report on factual findings, within the scope of agreed-upon procedures as outlined in paragraph 6.] Any ineligible expenditure identified should be clearly mentioned.
- A management letter, including the information outlined in paragraph 4.3;

The audit report should provide sufficient detail as to the nature and extent of the procedures performed by the auditor. The auditor is required to provide the audit package by no later than [insert date]. Reports are to be delivered in English.

5. Scope of the financial audit

In performing the audit, at a minimum the auditor shall:

- Obtain an understanding of the internal controls related to the financial reporting process, to identify and assess any weakness in internal control that might result in misstatements, whether due to fraud or to error;
- Design and conduct audit procedures in response to any weaknesses identified in the internal controls relating to the financial reporting process, to obtain audit evidence that the financial statements are fairly presented and free from material misstatements, in accordance with the applicable accounting framework;
- Verify whether expenditure that was incurred in the name of the project is in line with the terms of the financing agreement(s) (appendix xx) and incurred for the purposes intended in this agreement. Both IFAD and third party funding should be taken into consideration;
- Verify that the inventory and fixed assets held by the entity exist, are complete, are properly accounted and are used for the project purposes;
- Note any weaknesses in the internal control environment and in the financial reporting process, and communicate those in the management letter.

6. Scope of the agreed-upon procedures

The auditor is required to perform the following specific procedures and report on factual findings as required in paragraph 4.4.

i. Withdrawal application statement

The auditor is requested to obtain the individual withdrawal applications (WAs) submitted to IFAD, as summarized in the withdrawal application statement, and develop test procedures to:

- Determine whether goods and services have been purchased through the SOE mechanism in line with the stipulated SOE threshold;
- Determine whether the expenditures claimed through SOE procedures were properly and appropriately authorized, classified⁶ and supported by audit documentation;
- Identify any ineligible expenditure;
- [List additional procedures, if applicable]⁷

ii. Designated account statement and reconciliation

Not Applicable as the Designated Account audit will be done by the Office of Controller of Aid, Accounts & Audit. However, LPA will provide Historic Transactions and Status of Funds by Category obtained from IFAD for the review of the auditor.

7. Public disclosure

IFAD promotes public disclosure of project financial information to enhance the level of transparency and accountability. IFAD will disclose project audit reports, as appropriate, in line with the Fund's disclosure policy. Management Letters issued by auditors are not subject to public disclosure by IFAD. In agreeing to the terms of reference, the auditor explicitly acknowledges IFAD's right to publicly disclose audit reports (audited financial statements and audit opinion) and will issue reports without a limitation of use clause.

To facilitate the public disclosure process, the auditor is requested to submit two separate files as follows:

- Audited financial statements and audit opinion; and
- Management Letter.

8. Appendices [list as applicable]

Appendix: Financing/grant agreement(s)

Appendix: Letter to the GoO.

Appendix: Asper PMU guideline on financial reporting & auditing.

⁶ The threshold for SOE transactions will be stipulated in the letter to the borrower.

⁷ Procedures may include enquiry/analysis/recalculation/comparison/observation/inspection.

Section 8. Conditions of Contract and Contract Forms

STANDARD FORM OF CONTRACT

Consultant's Services
Lump-Sum

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Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the PMU 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.

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name _____

*[Loan/Credit/Grant]***No.** _____

Contract No. _____

Assignment Title: _____

between

[Name of the Programme]

and

[Name of the Consultant]

Dated: _____

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 Programme or Recipient]* (hereinafter called the “PMU, OPELIP”) 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 “PMU, OPELIP”) 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 Programme for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]*

WHEREAS

- (a) the PMU 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 PMU 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;

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 PMU 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 PMU 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 Programme]*

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

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. (a)
- 1. 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 PMU 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.
- 2. Law Governing Contract** 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 3. 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.
- 4. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 5. Communications** 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.
- 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.
- 6. 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 PMU may approve.
- 7. 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 PMU under this Contract, including without limitation the receiving of instructions and payments from the PMU.
- 8. 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 PMU or the Consultant may be taken or executed by the officials specified in the SCC.
- 9. Fraud and**

Corruption

- a. Commissions and Fees** 10.2 The PMU 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 PMU.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 10. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the PMU’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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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 PMU is required.
- 16. 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 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 PMU, 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 PMU, 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.

17. Suspension

18.1. The PMU 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.

18. Termination

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

a. By the PMU

19.1.1. The PMU 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 PMU shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 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 PMU, 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 PMU determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the PMU 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 PMU, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the PMU 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 of not less than sixty (60) calendar days.
- (c) If the PMU fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the PMU 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 PMU 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 PMU, 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 PMU 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.

C. OBLIGATIONS OF THE CONSULTANT

19. 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 PMU, and shall at all times support and safeguard the PMU'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 PMU. 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 country when

(a) as a matter of law or official regulations, the country prohibits commercial relations with that country; or

(b) .

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

20. Conflict of Interest

21.1. The Consultant shall hold the PMU'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 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.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the PMU on the procurement of goods, works or services, the Consultant shall comply with the PMU's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the PMU. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the PMU.

- 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 PMU, 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.
- 21. Confidentiality** 22.1 Except with the prior written consent of the PMU, 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.
- 22. 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.
- 23. 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 PMU, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the PMU's request, shall provide evidence to the PMU 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.
- 24. 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 PMU and/or persons appointed by PMU, OPELIP 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 PMU

**25. Reporting
Obligations**

26.1 The Consultant shall submit to the PMU 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.

**26. Proprietary Rights
of the PMU 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 PMU in the course of the Services shall be confidential and become and remain the absolute property of the PMU. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PMU, 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 PMU.

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 PMU's prior written approval to such agreements, and the PMU 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**.

**27. Equipment,
Vehicles and
Materials**

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

28.2 Any equipment or materials brought by the Consultant or its

Experts into the PMU'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

- 28. 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**.
- 29. Replacement of Key Experts** 30.1 Except as the PMU 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.
- 30. Removal of Experts or Sub-consultants** 31.1 If the PMU 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 PMU determines that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the PMU'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 PMU to be incompetent or incapable in discharging assigned duties, the PMU, 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 PMU.
- 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 PMU

- 31. Assistance and Exemptions** 32.1 Unless otherwise specified in the SCC, the PMU 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 PMU'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 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 PMU's country according to the applicable law in the PMU'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 PMU's country, of bringing into the PMU'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.

32. Access to Project Site

33.1 The PMU 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 PMU 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.

33. Change in the Applicable Law Related to Taxes

34.1 If, after the date of this Contract, there is any change in the applicable law in the PMU'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

- and Duties** 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
- 34. Services, Facilities and Property of the PMU** 35.1 The PMU 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**.
- 35. Counterpart Personnel** 36.1 The PMU shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the PMU with the Consultant's advice, if specified in **Appendix A**.
- 36.2 Professional and support counterpart personnel, excluding PMU'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 PMU shall not unreasonably refuse to act upon such request.
- 36. Payment Obligation** 37.1 In consideration of the Services performed by the Consultant under this Contract, the PMU 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**
- 37. 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**.
- 38. 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 PMU on behalf of the Consultant.

39. Currency of Payment

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

40. 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 PMU 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 PMU shall have approved in writing. The advance payments will be set off by the PMU 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 PMU shall pay the Consultant within sixty (60) days after the receipt by the PMU of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the PMU does not approve the submitted deliverable(s) as satisfactory in which case the PMU 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 PMU. The Services shall then be deemed completed and finally accepted by the PMU. The last lump-sum installment shall be deemed approved for payment by the PMU within ninety (90) calendar days after receipt of the final report by the PMU unless the PMU, 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**.

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.

41. Interest on Delayed Payments

42.1 If the PMU 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

42. 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

43. 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.

44. 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)

It is PMU's policy to require that GoO (including beneficiaries), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of PMU contracts the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (vi) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁸ ;
- (vii) "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 obligation⁹;
- (viii) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party¹⁰;
- (ix) "coercive practices" 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 party¹¹;
- (x) "obstructive practice" is

⁸ For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the selection process or contract execution. In this context "public official" includes IFAD staff and employees of other organizations taking or reviewing selection decisions.

⁹ For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

¹⁰ For the purpose of this sub-paragraph, "parties" refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

¹¹For the purpose of this sub-paragraph, "party" refers to a participant in the selection process or contract execution.

- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede PMU 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
 - (bb) acts intended to materially impede the exercise of the PMU's inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services 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) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the GoO or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the GoO 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 they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing IFAD's sanctions procedures, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded an IFAD-financed contract, and (ii) to be a nominated¹² sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded an IFAD-financed contract.

¹² A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.

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>[PMU-financed contracts normally designate the law of the [Government's/PMU'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>Programme : _____</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> |
| 9.1 | <p>The Authorized Representatives are:</p> |

| | |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <p>For the Programme: <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 PMU, effectiveness of the Programme [loan/credit/grant], receipt by the Consultant of an advance payment, and by the Programme 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 PMU 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 PMU 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> |

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| <p>23.1</p> | <p>No additional provisions.</p> <p><i>[OR</i></p> <p>The following limitation of the Consultant’s Liability towards the PMU can be subject to the Contract’s negotiations:</p> <p>“Limitation of the Consultant’s Liability towards PMU:</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 PMU’s property, shall not be liable to the PMU:</p> <ul style="list-style-type: none"> (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract; <p>(b) This limitation of liability shall not</p> <ul style="list-style-type: none"> (i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the <i>[insert “Applicable Law”, if it is the law of the PMU’s country, or insert “applicable law in the PMU’s country”, if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of the PMU’s country]</i>. <p><i>[Notes to the PMU 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 PMU and discussed with the Programme <u>prior to accepting any changes</u> to what was included in the issued RFP.</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</p> |

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| | <p>_____ <i>[insert amount and currency which should be not less than the total ceiling amount of the Contract];</i></p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the PMU'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 PMU'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 PMU'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 PMU'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 | <p><i>[If applicable, insert any exceptions to proprietary rights provision _____]</i></p> |
| 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 PMU.]</p> <p><i>[OR]</i></p> <p>[The PMU 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 Consultant.]</p> |

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|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <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 PMU. 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 PMU <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 Programme leaves it to the PMU to decide whether the Consultant (i) should be exempted from indirect local tax, or (ii) should be reimbursed by the PMU for any such tax they might have to pay (or that the PMU would pay such tax on behalf of the Consultant)]</i></p> <p>The PMU 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 PMU shall pay the withholding tax or the Consultant has to pay, include the following:</i></p> <p>“the PMU shall pay on behalf of the Consultant, the Sub-consultants and the Experts,” OR “the PMU shall reimburse the Consultant, the Sub-consultants and the Experts”]</p> |

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| | <p>any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the PMU's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the PMU's country), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the PMU'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;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the PMU and which is treated as property of the PMU;</p> <p>(d) any property brought into the PMU's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the PMU'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 PMU's country, provided that:</p> <p style="padding-left: 40px;">(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the PMU's country in importing property into the PMU's country; and</p> <p style="padding-left: 40px;">(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the PMU'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 PMU's country, or (b) shall reimburse them to the PMU if they were paid by the PMU at the time the property in question was brought into the PMU's country.</p> |
| 41.2 | <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</i></p> |

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| | <p><i>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> <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 receipt of an advance bank payment guarantee by the PMU. The advance payment will be set off by the PMU in equal portions against [list the payments against which the advance is offset].</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> <p>(3) The bank guarantee will be released when the advance payment has been fully set off.</p> |
| <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>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1.</p> |

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

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]

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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.]

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APPENDIX C – BREAKDOWN OF CONTRACT PRICE